MACON-BIBB COUNTY COMMISSION
MEETING SCHEDULE
Wednesday, April 16, 2014
Government Center
(Commission Chamber)

4:00 P.M. Commission Work Session
5:00 P.M. Pre-Commission Meeting
6:00 P.M. Regular Commission Meeting
Wednesday, April 16, 2014
MACON-BIBB COUNTY COMMISSION WORK SESSION

4:00 P.M.
Government Center
Commission Chamber

1. CALL TO ORDER

Subject: A. Mayor Robert A.B. Reichert
Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION WORK SESSION
Category: 1. CALL TO ORDER
Access: Public
Type: Procedural

2. CONFIRMATION OF THREE DEPARTMENT HEADS

Subject: A. Animal Welfare Director
Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION WORK SESSION
Category: 2. CONFIRMATION OF THREE DEPARTMENT HEADS
Access: Public
Type: Action

Subject: B. Public Works Director
Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION WORK SESSION
Category: 2. CONFIRMATION OF THREE DEPARTMENT HEADS
Access: Public
Type: Action

Subject: C. Small Business Affairs Director
Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION WORK SESSION
Category: 2. CONFIRMATION OF THREE DEPARTMENT HEADS
Access: Public
Type: Action

3. ADJOURNMENT
### 1. CALL TO ORDER

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Mayor Robert A.B. Reichert</th>
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<tr>
<td>Meeting</td>
<td>Apr 16, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING</td>
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<tr>
<td>Category</td>
<td>1. CALL TO ORDER</td>
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### 2. CONFIRMATION OF THREE DEPARTMENT HEADS

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<th>Subject</th>
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### 3. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

### 4. ADJOURNMENT
Wednesday, April 16, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:00 P.M.
Government Center
Commission Chamber

1. CALL TO ORDER

Subject: A. Mayor Robert A.B. Reichert
Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 1. CALL TO ORDER
Access: Public
Type: Procedural

2. PRAYER

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

Subject: A. Pre-Commission Minutes on April 1, 2014
Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 4. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
4-1-2014 Pre Commission Meeting.pdf (184 KB)

Subject: B. Regular Commission Minutes on April 1, 2014
Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 4. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
4-1-2014 Regular Commission Meeting.pdf (187 KB)

5. INVITED GUESTS

6. PUBLIC COMMENTS ON AGENDA ITEMS
7. REPORTS FROM COMMITTEES AND DEPARTMENTS

Subject A. Operations and Finance Committee
Meeting Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access Public
Type Report

Subject B. Economic and Community Development Committee
Meeting Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access Public
Type Report

Subject C. Public Safety Committee
Meeting Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access Public
Type Report

Subject D. Facilities and Engineering Committee
Meeting Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access Public
Type Report

8. CONSENT AGENDA

9. OLD BUSINESS

Subject A. An Ordinance for Franchise to Tri-County EMC
Meeting Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Operations and Finance Committee recommends approval.
Action

File Attachments
Franchise to Tri-County EMC.pdf (421 KB)

Subject B. An Ordinance for Franchise to Flint Electric
Meeting Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Subject C. An Ordinance for Franchise to Central Georgia EMC
Meeting Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Operations and Finance Committee recommends approval.

File Attachments
Franchise to Central Georgia Electric Membership.pdf (414 KB)

Subject D. A Resolution of Amendment to and Adoption of OPEB Trust Agreement
Meeting Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Operations and Finance Committee recommends approval.

File Attachments
OPEB Trust.pdf (889 KB)

Subject E. A Resolution to authorize and approve the selection of Independent Portfolio Consultants
Meeting Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Operations and Finance Committee recommends approval.

File Attachments
Independent Portfolio Consultants.pdf (59 KB)
<table>
<thead>
<tr>
<th>Subject</th>
<th>F. An Ordinance to amend Investment Policy</th>
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<tbody>
<tr>
<td>Meeting</td>
<td>Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Type</td>
<td>Action</td>
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<tr>
<td>Recommended Action</td>
<td>Operations and Finance Committee recommends approval.</td>
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<tr>
<td>File Attachments</td>
<td>New Investment Policy for various funds.pdf (330 KB)</td>
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<thead>
<tr>
<th>Subject</th>
<th>G. A Resolution to designate Mauldin and Jenkins as Auditors for Macon-Bibb County for FY 2015</th>
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<tr>
<td>Meeting</td>
<td>Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Type</td>
<td>Action</td>
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<tr>
<td>Recommended Action</td>
<td>Operations and Finance Committee recommends adoption.</td>
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<tr>
<td>File Attachments</td>
<td>Mauldin and Jenkins Auditors.pdf (85 KB)</td>
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<tr>
<th>Subject</th>
<th>H. A Resolution to approve Supplier for Lighting at various Recreation Centers</th>
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<tbody>
<tr>
<td>Meeting</td>
<td>Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Type</td>
<td>Action</td>
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<tr>
<td>Recommended Action</td>
<td>Operations and Finance Committee recommends approval.</td>
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<td>File Attachments</td>
<td>Recreation Centers Lighting.pdf (2,320 KB)</td>
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<thead>
<tr>
<th>Subject</th>
<th>I. An Ordinance to appropriate funds to District Attorney for Witness Fees for Trial</th>
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<tr>
<td>Meeting</td>
<td>Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Access</td>
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<td>Type</td>
<td>Action</td>
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</table>
Subject: J. An Ordinance to appropriate funds to pay the State EPD Fine

Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends approval.

File Attachments:
District Attorney Witness Fees for Trial.pdf (48 KB)

Subject: K. A Resolution for GEMA Grant for Kits, Manuals, Equipment and Supplies

Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Economic and Community Development Committee recommends approval.

File Attachments:
State EPD Fine for Landfill.pdf (51 KB)

Subject: L. A Resolution for GEMA Grant for Law Enforcement Response Vehicle

Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Economic and Community Development Committee recommends approval.

File Attachments:
GEMA Grant for law enforcement response vehicle.pdf (138 KB)

Subject: M. A Resolution for GEMA Grant for K-9 Unit Goods and Services

Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
### 9. OLD BUSINESS

**Subject**  
N. A Resolution to execute an Amendment to Contractor Agreement with Rumcreek Enterprises for SPLOST Management Services

**Meeting**  
Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

**Recommended Action**  
Facilities and Engineering Committee recommends approval.

**File Attachments**
- GEMA Grant for K-9 Goods and Services.pdf (139 KB)

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### 10. NEW BUSINESS

**Subject**  
A. A Resolution to amend the ECD budget supplement regarding demolition of 37 houses

**Meeting**  
Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
10. NEW BUSINESS

**Access**  
Public

**Type**  
Action

**Recommended Action**  
Refer to the Operations and Finance Committee

**File Attachments**
- Demolition of 37 houses.pdf (848 KB)

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**Subject**  
O. Confirmation of three Department Heads: Animal Welfare Director, Public Works Director and Small Business Affairs Director

**Meeting**  
Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

**Recommended Action**  
The Committee of the Whole recommends approval.
Subject: B. A Resolution regarding continuation and acceptance of the Juvenile Justice Incentive Grant

Meeting: Apr 16, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments:
Juvenile Justice Incentive Grant.pdf (90 KB)

11. GENERAL PUBLIC COMMENTS

12. ADJOURNMENT
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
April 1, 2014 – 4:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on April 1, 2014 at 4:00 P.M. in the Commission Chamber at Government Center.

Commission Members Present
Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Staff Present
Dale Walker, County Manager
Judd Drake – County Attorney
Crystal Jones – Asst. County Attorney
Sheila Thurmond – Clerk of Commission
Steve Layson – Asst. County Manager (Infrastructure)
Charles Conley – Asst. County Manager (Operations)
Chris Floore – Asst. To County Manager - Public Affairs
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator
Benjamin Hubbard – Director of Human Resources
Stephen Masteller – Director of Information Technology
David Fortson – Director of Engineering
Thomas Buttram – Director of Business Development Services
Gene Simonds – Director of Facilities Management
Clifford Howard – Public Works
Dale Dougherty – Director of Recreation
Samuel Hugley – Director of Vehicle Maintenance
Steve Lawson – Director of Parks & Beautification
Donald Drufft – Director of Emergency Management
Nyesha Daley – Purchasing
Wanzina Jackson – Director of Economic and Community Development
Keith Moffett – Director of E-911
Kevin Barrere – Public Affairs
Robert Faulkner – Judge, Municipal Court
Sarah Tenon – Director of Animal Welfare
Sam Kitchens, Facilities Management
Christy Iuliucci, Finance Director
The Pre-Commission meeting was called to order by Mayor Robert A. B. Reichert.

AGENDA ITEMS

The Mayor stated the meeting was being convened as a Committee of the Whole. He also stated several items on the agenda would be taken out of order beginning with items 4, 5, and 6 on the agenda.

The Mayor further stated there were three items on the Finance Committee Agenda from the last meeting for action; however, they did not have a quorum and the Committee of the Whole was convened to hear information on two Resolutions and one Ordinance. The items presented were:

4. Resolution granting approval to draw up to $417,500 by Urban Development Concepts for the Lamar Drugstore property

The Mayor stated a presentation was made at the Committee meeting by Connie Broun, the Developer – Millworks Holdings of Athens, Georgia, as well as comments made by the County Attorney, Judd Drake.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving a request by Urban Development Concepts, LLC to draw up to $417,500.00 in additional bond funds from $5,000,000.00 Development Authority Bond Funds (Newtown Macon/Urban Development Concepts Project) Series 2012 for pre-construction design and engineering expenses related to the renovation of the former Lamar Drugstore property located at 552-580 Cherry Street for a residential and mixed-use development; and for other purposes.

On motion of Commissioner Bechtel, seconded by Commissioner Lucas, and carried unanimously, the Resolution was approved for consideration at tonight’s meeting.


5. Resolution allowing the Mayor to appoint agents, project superintendents, etc. for the various outstanding bond issues of old Macon and Bibb County bonded indebtedness. The Committee amended to add Exhibit A.

The Mayor explained this Resolution was similar to changing the authorized names on a checking account. He also stated a presentation was made by the County Attorney and
Attorney Jim Pannell, who joined the presentation by telephone to explain the change. Attorney Drake stated the Resolution was amended to add Exhibit A and explained the designated authority to Christy Iuliucci, Finance Director and Dale Walker, County Manager, and only covers the release of funds and not management of funds or projects.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize the Mayor to appoint County representatives or project superintendents, City representatives or project superintendents, custodians of funds, persons authorized to make investments, and other persons necessary to act on behalf of Macon-Bibb County with regard to (A) all outstanding general obligation bonds issued by Bibb County or the City of Macon, (B) all revenue bonds of any public authority the payment of which is secured by an intergovernmental contract which obligated the City of Macon or Bibb County to provide money for the payment of such bonds or required the City of Macon or Bibb County to authorize the expenditure of bond proceeds or the investment of funds, (C) all lease or lease purchase agreements between the City of Macon or Bibb County and the Georgia Municipal Association, (D) all intergovernmental contracts, notes or obligations; and for other purposes.

On motion of Commissioner Bechtel, seconded by Commissioner Schlesinger, and carried unanimously, the Resolution was approved for consideration at tonight's meeting.


6. Ordinance to provide local preference for procurement services - sponsored by Commissioner Mallory Jones

On motion of Commissioner Tillman, seconded by Commissioner Lucas, and carried unanimously, the Ordinance was approved for consideration at tonight's meeting.

Discussion: Commissioner Lucas spoke in support of the Ordinance and stated that all constituents should come to the Committee meetings to learn more about items being discussed and acted on.

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to amend Sec. 19-10 (B) of the Code of Ordinances for Macon-Bibb County, Georgia, so as to provide local preference in the procurement of consulting services to qualified Macon-Bibb County persons, firms, or corporations; an adoption and effective date; and to provide for other lawful purposes; and to provide for other lawful purposes.


3. Ordinance to adopt the organizational chart

The Mayor stated the new organizational chart for the new Consolidated Government is slightly different from the organizational chart prepared by the Transition Task Force. The following changes were made: Public Works was divided into three different departments to be allowing each department to be more efficient and focus better on its tasks. Code Enforcement is being
moved from ECD to Business Development Services. Business Development Services will have all commercial and residential code enforcement responsibilities.

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to amend the Macon-Bibb County personnel Policies and Procedures Manual by approving and adopting an organizational chart for Macon-Bibb County; and to provide for other lawful purposes.

On motion of Commissioner DeFore, seconded by Commissioner Shepherd, the Ordinance was approved by a vote of 6 - 2.

Approval by Commissioners Gary Bechtel, Larry Schlesinger, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman

Commissioners Bert Bivins, III, and Elaine Lucas voted No.

2. Discussion of department head appointments

Mayor Reichert stated the new Macon-Bibb County Charter specifies that a new departmental structure and department heads must be decided within three months into the new Macon-Bibb County Government.

The Mayor introduced the departments heads being nominated for appointment: Human Resources - Ben Hubbard; Business Development Services - Tom Buttram; Facilities Management - Gene Simonds; Recreation - Dale "Doc" Dougherty; Vehicle Maintenance - Sam Hugley; Economic and Community Development - Wanzina Jackson; Parks & Beautification - Stephen Lawson; Emergency Management - Donald Druitt; E-911 - Keith Moffett; Purchasing - Nyesha Daley; Information Technology - Stephen Masteller; Municipal Court - Terry Bizzell, Sr.; Public Works - Clifford Howard; Solid Waste - Kevin Barkley; Engineering - Dave Fortson. The director of Small Business Affairs has not been finalized; additional interviews are being conducted and the appointment will be brought back in a couple of weeks for consideration. The Mayor also stated the pay rate and grade have not been finalized and the appointed department heads are subject to background checks and salary negotiations.

The Mayor asked for a motion to amend the agenda on the advice of the County Attorney to go into executive session to discuss personnel issues regarding the appointment of department heads.

On motion of Commissioner Scotty Shepherd, seconded by Commissioner Gary Bechtel, and carried unanimously, the agenda was amended to allow an Executive Session.


On motion of Commissioner Ed DeFore, seconded by Commissioner Scotty Shepherd, and carried unanimously, the Commissioners went into Executive Session at 4:52 P. M. to discuss personnel issues

A motion was made by Commissioner Larry Schlesinger, and seconded by Commissioner Gary Bechtel, and carried unanimously, to come out of Executive Session.


The Pre-Commission Meeting was re-convened at 5:50 P.M.

Next on the agenda was a Resolution to name the department heads

Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving and confirming the Mayor’s appointment of department heads for Macon-Bibb County; and for other lawful purposes. Now, therefore, be it resolved by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that pursuant to Section 14 (3) of the Charter of Macon-Bibb County, as amended, the Commission does hereby approve and confirm the Mayor’s appointment of the following individuals to serve at the pleasure of the Mayor as department heads for Macon-Bibb County, subject to pending salary negotiations, background checks, and other requirements of Human Resources that may be necessary:

Director of Human Resources
Director of Information Technology
Director of Engineering
Director of Small Business Affairs
Director of Business Development Services
Director of Facilities Management
Director of Public Works
Director of Recreation
Director of Animal Welfare
Director of Vehicle and Equipment Maintenance
Director of Solid Waste
Director of Parks and Beautification
Director of Emergency Management
Director of Purchasing
Director of Economic and Community Development
Director of Municipal Court
Director of E-911

Benjamin Hubbard
Stephen Masteller
David Fortson
Pending
Thomas Buttram
Gene Simonds
Clifford Howard
Dale “Doc” Dougherty
Edward “Van” Vanderwalker
Samuel Hugley
Kevin Barkley
Stephen Lawson
Donald Drutt
Nyesha Daley
Wanzina Jackson
Terry Bizzell, Sr.
Keith Moffett

The Mayor reviewed the agenda items for tonight’s Regular Commission Meeting at 6:00 P.M.

PRAYER — Rev. Anthony Corbett – Lundy Chapel Baptist Church

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A. Pre-Commission Meeting on March 18, 2014
B. Regular Commission Meeting on March 18, 2014
INVITED GUESTS

Rev. Anthony Corbett – Lundy Chapel Baptist Church

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

Mayor Reichert asked Committee Chairs to be prepared to give their Committee reports tonight.

A. Operations and Finance – The Committee met as a Committee of the Whole on action items as there was not a quorum to hold an official meeting.

B. Economic and Community Development

C. Public Safety

D. Facilities and Engineering

CONSENT AGENDA

A. None

OLD BUSINESS

A. Authorization for Mayor to name representatives for General Obligation or Revenue Bonds

B. Resolution granting approval to draw up to $417,500 by UDC for the Lamar Drugstore property

C. Ordinance to provide local preference for Procurement Services

D. Resolution making an appointment to the Macon-Bibb County Urban Development Authority

E. Resolution regarding an Anti-Salvaging Policy

F. Ordinance to adopt an organizational chart

G. Confirmation of Department Heads

NEW BUSINESS

A. Ordinance for Franchise to Tri-County EMC
   To Be Referred To: Operations and Finance Committee

B. Ordinance for Franchise to Flint Electric Membership Cooperation
   To Be Referred To: Operations and Finance Committee
GENERAL PUBLIC COMMENTS

ANNOUNCEMENTS

ADJOURNMENT

There being no further business, the Pre-Commission meeting was adjourned at 5:46 P.M.


__________________________
Shelia Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
April 1, 2014 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on
April 1, 2014 at 6:00 P.M. in the Commission Chamber at Government Center.

Commission Members Present

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins
Commissioner Al Tillman

Staff Present

Dale Walker – County Manager
Judd Drake – County Attorney
Crystal Jones – Asst. County Attorney
Sheila Thurmond – Clerk of Commission
Steve Layson – Asst. County Manager - Infrastructure
Chris Floore – Asst. to Co. Mgr. - Public Affairs
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator
Kevin Barrero – Public Affairs
Don Druitt – Director of Emergency Management
Tom Buttram – Director of Business Development Services
Ben Hubbard – Director of Human Resources
Steve Lawson – Director of Parks and Beautification
Wanzina Jackson – Manager of Economic and Community Development
Doc Dougherty – Director of Recreation
Rodney Roberson – Asst. Director of Emergency Management
Christy Iuliucci – Finance Director
Nyesha Daley – Purchasing
Terry Bizzell
Kevin Barkley

Guests in Attendance

Hal Baskin
Connie Broun
Dr. Lindsay Holliday
Adah Roberts
Sheriff David Davis
Anthony Collins - Public Works

News Media Present

Jim Gaines – The Telegraph
Shonti Tager- FOX 24 WXGA
Ron Wildman – 58 WPGA
Sean Franklin – 41 WMGT
Anita Oh – 13 WMAZ
Janet Kilgore

CALL TO ORDER

The meeting was called to order by Mayor Robert A. B. Reichert.

PRAYER

The prayer was rendered by Rev. Anthony Corbett of Lundy Chapel Baptist Church.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A. Pre-Commission Meeting on March 18, 2014
B. Regular Commission Meeting on March 18, 2014

On motion of Commissioner Larry Schlesinger, seconded by Commissioner Elaine Lucas, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on March 18th were approved as presented.

Unanimous approval by Commissioners Bert Blivins, Ill, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, Ill, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

INVITED GUESTS

Rev. Anthony Corbett of Lundy Chapel Baptist Church
Rev. Corbett was invited to render the prayer for tonight’s Regular Commission Meeting.

Macon-Bibb County Department Head Appointees

PUBLIC COMMENTS ON AGENDA ITEMS

None

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Mayor Reichert reported the committee met on Tuesday, March 25th, but did not have a quorum; therefore, an official meeting could not be held. The Mayor stated the Committee of the Whole was convened to hear information on three items that will be discussed later on tonight’s agenda.
Economic and Community Development Committee

Committee Vice-Chairman Al Tillman reported he chaired the committee meeting held on Tuesday, March 25th in the absence of Chairman Schlesinger. He reported the Committee recommended approval of a Resolution appointing Kay Gerhardt to the Macon-Bibb County Urban Development Authority. Commissioner Tillman stated Ms. Gerhardt has served on the Urban Development Authority for two years filling the un-expired term of a member who moved out of town.

Public Safety Committee

Committee Chairman Scotty Shepherd reported his committee met on Tuesday, March 25th. He stated they were still in the investigative process regarding the Fire Department Civil Service Board and also waiting on legal language to come back. He stated he was still meeting with firemen with a follow-up meeting with the Fire Chief after that was completed. He anticipated having a report at the next committee meeting.

Facilities and Engineering Committee

Committee Chairman Al Tillman reported his Committee met on Tuesday, March 25th and approved a Resolution to amend the Macon-Bibb County Government Policy and Procedures manual to add an Anti-Salvaging policy.

CONSENT AGENDA

None

OLD BUSINESS

A. Authorization for Mayor to name representatives for General Obligation or Revenue Bond Funds

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission, to authorize the Mayor to appoint County representatives or project superintendents, City representatives or project superintendents, custodians of funds, persons authorized to make investments, and other persons necessary to act on behalf of Macon-Bibb County with regard to (A) all outstanding General Obligation Bonds issued by Bibb County or the City of Macon, (B) all Revenue Bonds of any public authority the payment of which is secured by an intergovernmental contract which obligated the City of Macon or Bibb County to provide money for the payment of such bonds or required the City of Macon or Bibb County to authorize the expenditure of bond proceeds or the investment of funds, (C) all lease or lease purchase agreements between the City of Macon or Bibb County and the Georgia Municipal Association, (D) all intergovernmental contracts, notes or obligations; and for other purposes.

- On motion of Commissioner Gary Bechtel, seconded by Commissioner
Larry Schlesinger, and carried unanimously, the above stated Resolution was approved.


B. Resolution granting approval to draw up to $417,500 by UDC for the Lamar Drugstore property

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving a request by Urban Development Concepts, LLC to draw up to $417,500 in additional bond funds from $5,000,000 Development Authority of Bibb County Revenue Bonds (Newtown Macon/Urban Development Concepts Project) Series 2012 for pre-construction design and engineering expenses related to the renovation of the former Lamar Drugstore property located at 552-580 Cherry Street for a residential and mixed-use development; and for other purposes.

- On motion of Commissioner Gary Bechtel, seconded by Commissioner Larry Schlesinger, and carried unanimously, the above stated Resolution was approved.

Discussion: Commissioner Lucas stated a need, for informational purposes, to receive regular and frequent updates, and any audit reports from the different groups doing business on behalf of Macon-Bibb County. Mayor Reichert stated he was sure they would appreciate the opportunity to provide frequent updates and he would take this up with Newtown Macon and Urban Development Concepts to incorporate this going forth.


C. Ordinance to provide local preference for Procurement Services

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to amend Sec. 19-10 (B) of the Code of Ordinances for Macon-Bibb County, Georgia, so as to provide a local preference in the procurement of consulting services to qualified Macon-Bibb County persons, firms, or corporations; to provide an adoption and effective date; and to provide for other lawful purposes.

- On motion of Commissioner Gary Bechtel, seconded by Commissioner Larry Schlesinger, carried unanimously, the above stated Ordinance was approved.

D. Resolution making an appointment to the Macon-Bibb County Urban Development Authority

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission appointing Kay Gerhardt to the Macon-Bibb County Urban Development Authority; and for other purposes.

Discussion: Commissioner Lucas stated she initially was not going to support the appointment, but will after receiving assurances that updates would be forthcoming from the Urban Development Authority and other entities receiving bond funds and other monies for projects on behalf of Macon-Bibb County. She especially wanted information on the use of $300,000 bond funds and other allocated monies for use on the Eastside of town, and projected projects for District 3.

Commissioner Lucas also asked the Mayor for information on upcoming board appointments in order to provide assistance in suggesting individuals to fill the positions.


E. Resolution regarding an Anti-Salvaging Policy

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to amend the Macon-Bibb County Government Policies and Procedures Manual so as to add an Anti-Salvaging policy; and for other purposes.


F. Ordinance to adopt the organizational chart

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to amend the Macon-Bibb County Government personnel Policies and Procedures Manual by approving and adopting an organizational chart for Macon-Bibb County; and to provide for other lawful purposes.

Approval by Commissioners Gary Bechtel, Larry Schlesinger, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman.

Commissioners Bert Bivins, III, Elaine Lucas, and Virgil Watkins, Jr. voted No.

G. Confirmation of Department Heads

- Commissioner Scotty Shepherd motioned to amend the Resolution to remove the Animal Welfare Director's position from the appointment list. The motion was seconded by Commissioner Elaine Lucas.
Approval by Commissioners Bert Bivins, III, Elaine Lucas, Scotty Shepherd, Ed DeFore, Gary Bechtel, and Virgil Watkins, Jr.

Commissioners Mallory Jones, III, Larry Schlesinger, and Al Tillman voted No.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving and confirming the Mayor’s appointment of department heads for Macon-Bibb County; and for other purposes.

- Mayor Reichert stated by a 6 - 3 vote the Resolution was amended to delete the Director of Animal Welfare from the list of positions to be confirmed tonight.

Commissioner Watkins motioned to amend the Resolution to remove the Public Work’s Director’s position from the appointment list. The motion was seconded by Commissioner Lucas.

Approval by Commissioners Bert Bivins, III, Elaine Lucas, Ed DeFore, and Virgil Watkins, Jr.

Commissioners Gary Bechtel, Larry Schlesinger, Mallory Jones, III, Scotty Shepherd, and Al Tillman voted No. The amendment failed by a 5 – 4 vote.

NEW BUSINESS

A. Ordinance for Franchise to Tri-County EMC

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission granting a franchise to Tri-County EMC; and to provide for other lawful purposes.

- Referred to Operations and Finance Committee

B. Ordinance for Franchise to Flint Electric Membership Cooperation

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission granting a franchise to Flint Electric Membership Corporation; and to provide for other lawful purposes.

- Referred to Operations and Finance Committee

GENERAL PUBLIC COMMENTS

Anthony Collins stated he wanted to publicly thank Richard Powell for being a good Public Works’ Director and for his assistance to all Public Works employees.
Mr. Collins expressed a need to get a hard copy of the new employee handbook he and others had signed up for in addition to the disk that has been provided to employees. He also spoke of a need to have a portal for Public Works employees, enabling them to obtain paychecks and other documents that are not readily accessible due to clerical assistance availability and the lack of employees not having access to computers. Mayor Reichert stated he would look into the matter.

Janet Kilgore stated she had appealed to Planning and Zoning, and ECD, and other entities for assistance with a non-compliant vertical structure being built by her neighbor at 3217 Riley Avenue. She cited completion dates that have not been met since the start of the structure. Ms. Kilgore appealed for assistance in getting this matter resolved. Mayor Reichert stated the matter would be directed to the Department of Business Development for further analysis.

Dr. Lindsay Holliday – Dr. Holliday stated he supported Ms. Kilgore’s plight and stated his concern about the structure and its proximity to Ms. Kilgore’s property. Dr. Holliday further stated the road work on Forest Hill Road had begun at the start of the Cherry Blossom Festival and the corresponding cherry trees that were cut during this period. He suggested that Forest Hill Road be restriped to create a bikeway in honor of Major Wallace Hogan, who grew up on Forest Hill and lost his life at the Pentagon on 9/11. Dr. Holliday stated the MATS (Macon Area Transportation Study) group needed more oversight and that they should have a better vision for Macon-Bibb County and to have more trees and less concrete to attract more people to Macon-Bibb County. He also had suggestions for Macon-Bibb County to partner with Robins Air Force Base in utilizing their runways, as is presently done in Charleston, South Carolina, thereby, saving money by not having to expand the runways at the Macon Airport.

**REQUESTED POINTS OF PERSONAL PRIVILEGE**

Commissioner Tillman a stated he had visited Bishop Frank Ray yesterday in the hospital and asked for prayers for his recovery. The Boxing Club inside the Freedom Park Gym was named in Bishop Ray’s honor.

Commissioner Elaine Lucas announced Senator David Lucas was being honored for having served 40 years as an elected official on Thursday, April 3rd at the Douglass Theatre. She extended an invitation to join in honoring him at this event.

Commissioner Lucas also announced the Al Lucas Memorial Scholarship fund-raiser honoring outstanding student/athletes who will be recognized and honored with scholarships at the Sports Hall of Fame on April 30th. Several deserving students have been awarded scholarships for the last eight years. She invited everyone to support the scholarship fund by attending the event and by making a contribution to the Community Foundation who handles all scholarship funds.

**ADJOURNMENT**

There being no further business, and on motion by Commissioner Shepherd, and seconded by Commissioner Jones, and carried unanimously, the meeting was adjourned at 6:35 P.M.

Unanimous approval by Commissioners Bert Bivins, Ill, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, Ill, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.
Shelia Thurmond, CCC
Clerk of Commission
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION GRANTING A FRANCHISE TO TRI-COUNTY EMC; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Law 2012 page 5595, and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2013 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, pursuant to Section 11(b)(8) of the Macon-Bibb County Charter, Macon-Bibb County has the authority to grant franchises to public utility companies; and

WHEREAS, both Macon-Bibb County and the Tri-County EMC find the GMA approved model franchise agreement to be acceptable for the establishment of a new ordinance governing the Tri-County EMC’s use of public rights-of-ways in Macon-Bibb County; and

WHEREAS, the amendments contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

The Ordinance Granting Franchise to Tri-County EMC attached hereto and made a part hereof as Exhibit “A” is hereby adopted and enacted, but shall not be published within the Code of Ordinances of Macon-Bibb County, Georgia.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this
Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5.

This Ordinance shall become effective upon the Mayor signing it.

SO ORDAINED this ___ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

Clerk of the Commission
ORDINANCE GRANTING FRANCHISE

To

Tri-County EMC

By

CONSOLIDATED GOVERNMENT OF MACON - BIBB COUNTY

On

February 27, 2014

The within franchise accepted on

February 27, 2014.

Tri-County EMC

By:   CHILL BENTLEY

Title: CEO
ORDINANCE GRANTING PERMISSION AND CONSENT to Tri-County EMC and its successors, lessees, and assigns (hereinafter referred to collectively as the “Company”) to occupy the streets and public places of the Consolidated Government of Macon - Bibb County, Georgia, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the “City”), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes.

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company’s acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the “Company’s Facilities”) for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform those functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service. Data transmission wire, cables, and equipment installed, maintained, and/or used by the Company shall also be considered Company’s Facilities, provided that such data transmitting equipment is used in association with the transmission and distribution of electricity and that such equipment is not made available to third parties for the provision of telecommunication services.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. The Company shall pay into the treasury of the City on or before the first day of March in each year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial and industrial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the preceding calendar year.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company’s Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company’s Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.
ordinance) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize incremental base revenue, the Company shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months after construction of such project begins, either refund the amount of the Company's incremental base
revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION IV. Be it further ordained that from time to time after the approval of this ordinance, the Company and the City may enter into such additional agreements as the Company and the City deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this ordinance, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise.

SECTION V. Be it further ordained that the Company shall, within ninety (90) days from the approval of this ordinance, file the Company's written acceptance of the franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VI. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's use of the City's streets, alleys, and public places, in actual conflict herewith be and the same shall thereupon stand repealed and terminated, respectively.

Adopted by the Macon-Bibb County Commission, at a meeting held on ________________, 2014.

Approved: ________________, 2014.

Mayor
I, ______________________, Clerk of the Consolidated Government of Macon - Bibb County, Georgia, hereby certify that I was present at the meeting of the Macon - Bibb County Commission, held on ______________________, 2014, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Macon-Bibb County Commission at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the Consolidated Government of Macon - Bibb County, County of Bibb, State of Georgia, this _____ day of ______________________, 2014.

___________________________
Clerk
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION GRANTING A FRANCHISE TO FLINT ELECTRIC MEMBERSHIP CORPORATION; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Law 2012 page 5595, and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2013 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, pursuant to Section 11(b)(8) of the Macon-Bibb County Charter, Macon-Bibb County has the authority to grant franchises to public utility companies; and

WHEREAS, both Macon-Bibb County and the Flint Electric Membership Corporation find the GMA approved model franchise agreement to be acceptable for the establishment of a new ordinance governing the Flint Electric Membership Corporation’s use of public rights-of-ways in Macon-Bibb County; and

WHEREAS, the amendments contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

The Ordinance Granting Franchise to Flint Electric Membership Corporation attached hereto and made a part hereof as Exhibit “A” is hereby adopted and enacted, but shall not be published within the Code of Ordinances of Macon-Bibb County, Georgia.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of
this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5.

This Ordinance shall become effective upon the Mayor signing it.

SO ORDAINED this ___ day of __________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________
Clerk of the Commission
ORDINANCE GRANTING FRANCHISE

To

Flint Electric Membership Corporation

By

CONSOLIDATED GOVERNMENT OF MACON - BIBB COUNTY

On

___________________________, 2014

The within franchise accepted on

March 25, 2014.

Flint Electric Membership Corporation

By: ________________________

Title: President/CEO
ORDINANCE GRANTING PERMISSION AND CONSENT to Flint Electric Membership Corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the Consolidated Government of Macon - Bibb County, Georgia, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes.

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service. Data transmission wire, cables, and equipment installed, maintained, and/or used by the Company shall also be considered Company's Facilities, provided that such data transmitting equipment is used in association with the transmission and distribution of electricity and that such equipment is not made available to third parties for the provision of telecommunication services.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. The Company shall pay into the treasury of the City on or before the first day of March in each year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial and industrial rate schedules within the corporate limits of the City during the preceding calendar year.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.
5. For purposes of paragraph 6 of this Section II, the term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widening, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize incremental base revenue, the Company shall do one of the following, whichever results in greater cost
savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months after construction of such project begins, either refund the amount of the Company's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION IV. Be it further ordained that from time to time after the approval of this ordinance, the Company and the City may enter into such additional agreements as the Company and the City deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this ordinance, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise.

SECTION V. Be it further ordained that the Company shall, within ninety (90) days from the approval of this ordinance, file the Company's written acceptance of the franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VI. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's use of the City's streets, alleys, and public places, in actual conflict herewith be and the same shall thereupon stand repealed and terminated, respectively.

Adopted by the Macon-Bibb County Commission, at a meeting held on __________________, 2014.

Approved: __________________, 2014.

__________________________
Mayor
I, ____________________________, Clerk of the Consolidated Government of Macon - Bibb County, Georgia, hereby certify that I was present at the meeting of the Macon - Bibb County Commission, held on ______________________, 2014, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Macon-Bibb County Commission at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the Consolidated Government of Macon - Bibb County, County of Bibb, State of Georgia, this ______ day of ______________________, 2014.

______________________________
Clerk
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION GRANTING A FRANCHISE TO CENTRAL GEORGIA ELECTRIC MEMBERSHIP CORPORATION; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Law 2012 page 5595, and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2013 there is to be a consolidated local government known as "Macon-Bibb County"; and

WHEREAS, pursuant to Section 11(b)(8) of the Macon-Bibb County Charter, Macon-Bibb County has the authority to grant franchises to public utility companies; and

WHEREAS, both Macon-Bibb County and the Central Georgia Electric Membership Corporation find the GMA approved model franchise agreement to be acceptable for the establishment of a new ordinance governing the Central Georgia Electric Membership Corporation’s use of public rights-of-ways in Macon-Bibb County; and

WHEREAS, the amendments contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

The Ordinance Granting Franchise to Central Georgia Electric Membership Corporation attached hereto and made a part hereof as Exhibit "A" is hereby adopted and enacted, but shall not be published within the Code of Ordinances of Macon-Bibb County, Georgia.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of
this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5.

This Ordinance shall become effective upon the Mayor signing it.

SO ORDAINED this __ day of __________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
Clerk of the Commission
ORDINANCE GRANTING FRANCHISE

To

Central Georgia Electric Membership Corporation

By

CONSOLIDATED GOVERNMENT OF MACON - BIBB COUNTY

On

_______________, 2014

The within franchise accepted on

_______________, 2014.

Central Georgia Electric Membership Corporation

By: ____________________________

Title: ____________________________
ORDINANCE GRANTING PERMISSION AND CONSENT to Central Georgia Electric Membership Corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public ways of the Consolidated Government of Macon - Bibb County, Georgia, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes.

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public ways of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public ways from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. The Company shall pay into the treasury of the City on or before the first day of March in each year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial and industrial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the preceding calendar year.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property including conditions of streets, alleys, or public places caused by the construction, maintenance, operation, or extension of the Company's Facilities.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. For purposes of paragraph 6 of this Section II, the term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the streets, alleys, or public ways of the City for the purpose of distributing electricity
within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public ways of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement, provided that sufficient space is furnished by the City to accommodate the Distribution Facilities. The Company's obligations under this paragraph 6 shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are located on public property where there is sufficient evidence that a written or prescriptive easement exists, provided said easement is demonstrated to have been in existence prior to said Distribution Facilities having been located on public property (iii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iv) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (v) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize incremental base revenue, the Company shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months
after construction of such project begins, either refund the amount of the Company's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION IV. Be it further ordained that from time to time after the approval of this ordinance, the Company and the City may enter into such additional agreements as the Company and the City deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this ordinance, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise.

SECTION V. Be it further ordained that the Company shall, within one hundred twenty (120) days from the approval of this ordinance, file the Company's written acceptance of the franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VI. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's use of the City's streets, alleys, and public ways, in actual conflict herewith be and the same shall thereupon stand repealed and terminated, respectively.

Adopted by the Macon-Bibb County Commission, at a meeting held on

_____________________, 2014.

Approved:_____________________, 2014.

_____________________
Mayor
I,________________________, Clerk of the Consolidated Government of Macon - Bibb County, Georgia, hereby certify that I was present at the meeting of the Macon - Bibb County Commission, held on_____________________, 2014, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Macon-Bibb County Commission at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the Consolidated Government of Macon - Bibb County, County of Bibb, State of Georgia, this _____ day of_____________________, 2014.

________________________
Clerk
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT THE AMENDMENT TO AND RESTATEMENT OF THE MACON-BIBB COUNTY OTHER POST EMPLOYMENT BENEFITS TRUST AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, Bibb County, Georgia (the "County") established the Bibb County Other Post-Employment Benefits Trust (hereinafter the "County Plan") on or about January 1, 2008;

WHEREAS, effective January 1, 2014, Bibb County, Georgia and the City of Macon, Georgia governments were restructured into a new political body corporate known as Macon-Bibb County, Georgia;

WHEREAS, the Macon-Bibb County Commission desires to amend the County Plan to provide for the consolidation of the City of Macon and Bibb County;

NOW, THEREFORE, BE IT RESOLVED and it is hereby so resolved by the authority of the same that the Macon-Bibb County Other Post-Employment Benefits Trust Plan, a copy of which is attached hereto and a part hereof, is hereby adopted by the Macon-Bibb County Commission.

BE IT FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

SO RESOLVED this ____ day of ________________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
________________________
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)
MACON-BIBB COUNTY
OTHER POST EMPLOYMENT BENEFITS
TRUST

Restated Effective January 1, 2014
MACON-BIBB COUNTY
OTHER POST EMPLOYMENT BENEFITS
TRUST

Macon-Bibb County (the "Employer County") hereby amends and restates establishes this Other Post Employment Benefits Trust (the "Trust" or "OPEB Trust") by the Bibb County Board of Commissioners effective as of January 1, 2014.

WITNESSETH:

WHEREAS, Bibb County, Georgia previously wishes to establish an irrevocable trust for purposes of pre-funding its post-employment benefits other than pension benefits ("OPEB"), such as retiree medical and retiree life insurance;

WHEREAS, this OPEB Trust Agreement must be amended to reflect the restructuring of the governments of Bibb County, Georgia, the City of Macon, Georgia and the City of Payne, Georgia effective as of January 1, 2014 and to provide for new Trustees;

WHEREAS, the terms under which OPEB such benefits are provided are set forth exclusively in other applicable ordinances and plan documents (collectively, the "Plans");

WHEREAS, each Plan is administered by a "Plan Administrator," which shall be the Employer County unless another administrator is appointed by the Employer County;

WHEREAS, the Board of Commissioners of Macon-Bibb County Commission will act as Trustees of the Trust; and

WHEREAS, the funds which will be contributed to the OPEB Trust, as and when received by the Trustees, will constitute a fund (the "Trust Fund") to be held for the sole purpose of pre-funding and paying for other post-employment benefits for eligible former employees of Bibb County, and to the eligible dependents of such former employees; and

WHEREAS, the Employer Bibb County intends that the Trust hereby established shall remain irrevocable trust for purposes of Governmental Accounting Standards Board Statement No. 45.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions Macon-Bibb County and the Trustees agree as follows:
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ARTICLE I: DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of the Trust unless otherwise specified.

1.01 Board of Trustees or Board

"Board of Trustees" or "Board" means Board of Commissioners of Macon-Bibb County Commission.

1.02 Employer County

"Employer County" means Macon-Bibb County.

1.03.02 Custodian

"Custodian" means the person or entity that holds the assets of the Trust, as appointed by the Board of Trustees.

1.03 Employer

"Employer" means Macon-Bibb County.

1.04 Investment Managers

"Investment Managers" means the individuals or companies appointed by the Board of Trustees to manage a portion of the investments of the Trust fund.

1.05 OPEB Trust, or Trust

"OPEB Trust" or "Trust" means the Macon-Bibb County Other Post Employment Benefits Trust as set forth herein.

1.06 Plan Administrator

"Plan Administrator" means the entity appointed to administer the Plans.

1.07 Plans

"Plans" shall mean the underlying benefit plans that provide the other post employment benefits, which are pre-funded in whole or in part under this Trust.

1.08 Trustee

"Trustee" means an individual member of the Board of Trustees.
ARTICLE II: STATEMENT OF THE TRUST

2.01 Trust Established.
Bibb County, Georgia hereby establishes a Trust Fund to fund its post employment benefits other than retirement benefits or deferred compensation, which will be sponsored by Macon-Bibb County on or after January 1, 2014. The benefits funded by the Trust may include but are not limited to retiree medical or retiree life insurance. The Trust Fund is comprised of such sums of money or property transferred or contributed to it by the Employer County, and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time. Such earnings, profits, increments, additions and appreciation thereto shall be exempt from federal taxation as income derived from a governmental function in accordance with Section 115 of the Internal Revenue Code of 1986, as amended. The Trustees shall be accountable for the assets received by the Trust, subject to its terms and conditions.

2.02 The Plans.
Each of the Plans' benefits that are being funded under this Trust shall be set forth in an Exhibit A to this Trust. The Employer County may add to or remove Plans from Exhibit A from time to time. Each Plan must provide for post employment benefits such as medical coverage and life insurance but shall not include pension benefits or deferred compensation. Unless the Employer County specifies otherwise, payments from the Trust Fund shall be made solely at the direction of the Employer County or its designee, without distinction between the Plans.

2.03 Exclusive Benefit.
The Board of Trustees shall discharge its duties solely in the interest of the eligible former employees and their dependents and for the exclusive purpose of pre-funding and providing Plan benefits to such persons and defraying reasonable expenses of administering the Trust. The Trustees shall discharge their duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Trust. The duties and obligations of the Board of Trustees as such shall be limited to those expressly imposed upon it by this Trust document and by federal, state and local law.

2.04 Diversion of Assets.
Except as provided under applicable law and under section 8.02 of the Trust, no part of the corpus or income of the Trust Fund may be used for, or diverted to, any purpose other than to provide other post employment benefits contemplated by the Employer County and for defraying the reasonable expenses of administering the Trust, except that any taxes and administrative expenses for which the Trust is liable may be made from the Trust fund as provided for herein.

2.05 Fiduciary.
The Board of Trustees and each Trustee shall be fiduciaries for the Trust Fund and shall have the power to delegate their responsibilities under the Trust. Such delegations may
be to officers or employees of the EmployerCounty or to other individuals or organizations, including a Custodian, actuary or Plan Administrator, all of whom shall serve at the pleasure of the Board. An employee of the EmployerCounty who already receives full-time pay, and who is delegated such fiduciary responsibilities, shall serve, without additional compensation except for reimbursement for expenses properly and actually incurred. Whenever the Board delegates a fiduciary duty in writing, the Board shall be free from liability for breach of such duty to the fullest extent permitted by law.
ARTICLE III: DUTIES OF TRUSTEE

3.01 Receipt of Contributions.
The Board of Trustees shall receive any contributions made by the Employer County in cash or in such other form as permitted under Georgia law and acceptable to the Board. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Board pursuant to the terms of this Trust without distinction between principal and income. The Board of Trustees shall not be responsible for the calculation or collection of any contribution under the Plans, but shall be responsible only for property received by it pursuant to this Trust.

3.02 Management of Trust Fund.
The Board of Trustees shall manage the assets of the Trust fund, as would a prudent person under like circumstances who is familiar with such matters.

3.03 Disbursement of Assets.
The Board of Trustees shall from time to time at the Plan Administrator's direction make payments or direct the Custodian to make payments out of the Trust Fund to the persons or entities to which such monies are owed in such amounts and for such purposes as may be specified in the Plan Administrator's directions.

3.04 Other Duties.
(a) Records.
The Board of Trustees or its delegate shall keep such accounts and records and make such reports and disclosures as shall be required by law and by this Trust. The records of the Trust may be audited from time to time by any persons as the Employer County may specify in writing.

(b) Statements.
The Board of Trustees shall prepare an annual statement of account showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Board of Trustees during the fiscal year covered by the statement and also stating the assets of the Trust held at the end of the fiscal year.

(c) Compliance.
The Board of Trustees shall take such action (or refrain from taking such action, as the case may be) as shall be necessary to comply with the terms of the Trust or applicable state and federal laws.

(d) Authority to Delegate Duties.
The Board of Trustees is authorized to delegate any of its duties under this Trust, other than those duties relating to the investment or management of the assets of the Trust fund, to any individual or organization it deems qualified to perform such duties. The Board of Trustees is only authorized to delegate investment and asset management duties to an Investment Manager pursuant to the provisions of Article IV. When delegating duties, the Board shall document the delegation in either (i) a
written amendment to this Trust, (ii) Trustees minutes or resolutions or (iii) a separate written agreement with the delegate.

(e) Liability Limitations.

The Board of Trustees shall not be liable for the acts or omissions of parties to whom it has specifically delegated duties, except with respect to any acts or omissions in which the Board or any individual Trustee participates knowingly or which the Board or any Trustee knowingly undertakes to conceal, and which the Trustees know constitutes a breach of fiduciary responsibility. A Trustee shall be held harmless by any employee together with his or her heirs, successors and assigns from any and all liability hereunder for acts or omissions performed in good faith and with reasonable prudence. Except as otherwise provided by contract or applicable law, no Trustee acting in a fiduciary capacity with respect to the Trust shall be liable for any action taken or not taken with respect to the Trust except for personal gross negligence or willful misconduct.
ARTICLE IV: INVESTMENT OF TRUST ASSETS

4.01 General Investment Power.
The assets of the Trust shall be invested and reinvested by the Board of Trustees in accordance with Georgia law and the investment policy developed by the Board. Except to the extent such duties specifically are delegated to one or more Investment Managers under Section 4.04, the Board of Trustees shall manage and control the assets of the Trust fund, including selecting and retaining or disposing of any investment of such assets.

4.02 Policies.
The Board shall establish and comply with investment policies for Trust investments. The Investment Policy Statement shall be set forth in a separate document and is hereby incorporated by reference as if fully stated herein. The Board of Trustees must exercise its investment discretion so as to provide sufficient cash assets to be necessary to meet the liquidity requirements for the administration of the Trust.

4.03 Full Investment Powers.
The Board of Trustees shall have full discretion and authority with regard to the investment of the Trust Fund, except with respect to Trust assets under the control or direction of a property appointed Investment Manager. The Board of Trustees is authorized and empowered with all investment powers under this OPEB Trust that are conferred on trustees of local retirement systems under Georgia law.

4.04 Investment Managers.
The provisions in this subsection shall control the appointment and use of Investment Managers, as follows:

(a) Appointment. The Board of Trustees may appoint one or more Investment Managers to manage the assets of all or any of the investment of the Trust Fund. Each such Investment Manager shall be either (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state. The Board shall obtain from any Investment Manager a written statement (i) acknowledging that if ERISA applied to the Plan, such Investment Manager would be or on the effective date of its appointment would become a fiduciary within the meaning of ERISA §3(21)(A) with respect to the Trust assets under its management; and (ii) certifying that it is either an investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Trust. The Board of Trustees shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities as the Trustee deems appropriate under the circumstances. The Board shall not be responsible for any investment decision made by an Investment Manager unless the Board actually makes that decision.
(b) Trustee’s Duties. Any investment directions or notifications from an Investment Manager to the Board of Trustees may be made orally or in writing, or in such manner as shall be agreed upon between the Investment Manager and the Board; provided, in the event the Investment Manager gives the Trustees oral recommendations, directions or notifications, the Investment Manager shall confirm such directions or notifications in writing immediately thereafter.

(c) Violation of Trustee’s Fiduciary Duties. Notwithstanding the foregoing, if, in the Board’s sole discretion, the execution of any instruction with respect to, or the continued holding of any assets in an investment managed by an Investment Manager would be in violation of the Board of Trustees’ fiduciary responsibilities or of Georgia law, the Board may refuse to execute such instruction or may dispose of such asset or assets, respectively; provided, the Board shall not be responsible for the acts or omissions of such Investment Manager. In any such case, the Board of Trustees shall promptly notify the Investment Manager of such situation.

(d) Failure to Direct. In the event that an appointed Investment Manager shall fail to invest all or any portion of the assets under its management, the Board of Trustees shall be responsible for the investment of such assets. If an appointed Investment Manager fails to give the Board of Trustees instructions or directions relating to the voting of shares held pursuant to an investment directed by the Investment Manager or the execution and delivery of proxies, or relating to the purchase and sale of fractional shares or the exercise of any other ownership right, the Board of Trustees shall take such action as it deems to be in the best interest of the Trust, provided such action is consistent with the then existing Investment Policy Statement.

(e) Termination of Appointment. Upon the termination of the appointment of an Investment Manager, the Board of Trustees may appoint a successor Investment Manager with respect to the investments formerly under the management of the terminated Investment Manager or may merge or combine such investments with other investments or Trust assets.

(f) Asset Transfer. If the Board directs that an Investment Manager hold a portion of the assets of the Trust as well as make the investment decisions for such fund, the Board of Trustees shall enter into such contractual or other arrangements as are necessary for the transfer and the custody of such assets of the Trust fund. If the Board terminates such Investment Manager, the Trustee shall take such action to recapture and take directly into the Trust fund any assets so transferred.

(g) Reports and Valuations. An Investment Manager who has custody of any portion of the assets of the Trust shall keep accurate and detailed books and records on all investments, receipts, disbursements and other transactions for such account and shall determine the fair market value of the assets of such account as of each reporting date, and, further, shall file a copy of such books and records and valuations with the
Trustee on or before such deadlines as the Trustee reasonably shall set. The Board of Trustees also shall have the right to request that any person who is responsible for making the investment decisions for an investment account determine the fair market value of any asset, or all of the assets, held for that account and file a copy of such valuation with the Board before such deadlines as the Board reasonably shall set, and each such person shall comply with any such request.
ARTICLE V: POWERS OF TRUSTEE

5.01 General Authority.
Except to the extent such powers are specifically delegated to an Investment Manager under Section 4.04 of this Trust, the Trustees shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in this Trust.

5.02 Specific Powers.
In the management of the Trust, the Board of Trustees or its delegate, as the case may be, shall have the following powers in addition to the powers customarily vested in trustees by state law and in no way in derogation thereof; and such powers shall be exercised in accordance with proper directions and the Investment Policy Statement, without order of, or report to, any court:

(a) Sales.
To sell, exchange, convey, transfer, or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the Board of Trustees shall be bound to see to the application of the purchase money or other property delivered to the Board of Trustees or to inquire into the validity, expendiency, or propriety of any such sale or other disposition;

(b) Purchase of Property.
With any cash at any time held by it, to purchase or subscribe for any authorized investment and to retain the same in Trust;

(c) Retention of Cash.
To hold cash without interest in such amounts as may be in its opinion reasonable for the proper operation of the Trust;

(d) Exercise of Owner's Rights.
To give general or special proxies or powers of attorney with or without power of substitution with respect to any corporate stock or other security; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, consent to, or otherwise participate in, reorganizations or other changes affecting any stock, bond, note or other property, and to delegate discretionary powers and pay any assessments or charges, in connection therewith; and generally to exercise any of the powers of an owner, including voting rights, with respect to any stock, bond, note or other property held as part of the Trust;

(e) Registration of Investments.
To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Board of Trustees shall at all times show that all such investments are part of the Trust;
(f) **Disbursements.**

To make disbursements for the payment of Plan benefits and for the payment of reasonable and proper expenses of the Trust;

(g) **Retention of Disputed Funds.**

To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction;

(h) **Execution of Instruments.**

To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted;

(i) **Settlement of Claims and Debts.**

To settle compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings;

(j) **Employment of Agents, Advisers and Counsel.**

To employ and to act or refrain from acting on the advice or opinion of suitable agents, actuaries, accountants, investment advisers, brokers and counsel, and to pay their reasonable expenses and compensation;

(k) **Power to do any Necessary Act.**

To do all acts which it may deem necessary or proper and to exercise any and all powers of the Board of Trustees under this Trust upon such terms and conditions as it may deem in the best interests of the Trust; and

(l) **Loans.**

To borrow money only for such periods of time and upon such terms and conditions as the Board of Trustees deems necessary and proper to cover any temporary, short term overdrafts, and to secure such loans by mortgaging, pledging or conveying any property of the Trust.
ARTICLE VI: ADMINISTRATION

6.01 Bonds and Reports To Court.
Each Trustee shall be bonded to the extent required by law, except that, to the extent the requirement of any such bond may be waived, such waiver shall be deemed to have been exercised, and no such bond shall be required. The Trustees shall not be required to make any inventory or appraisal or report to any court or to secure any order of any court for the exercise of any power herein contained.

6.02 Accounting by Trustee.
The Board of Trustees, or its delegates, shall cause to be created and maintained adequate and distinct written or computerized records with respect to the operation of the Trust, including any and all investments, and any pending litigation to which the Trustees are a party. Such records shall be retained for so long as the contents thereof may be or become material to the administration of the Trust or in the full and complete discharge of liabilities.

6.03 Expenses.
The expenses incurred by the Trustees in the performance of their duties hereunder, all proper charges and disbursements of the Trustees, including all personal property taxes, income taxes and other taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust fund, may be paid by the Board of Trustees from the Trust fund, and the same shall constitute a charge upon the Trust fund, unless the Employer pays the same or any part thereof. Notwithstanding the foregoing, neither the Employer nor the Trust shall be liable or responsible for the payment of fees, expenses, taxes or charges incurred by any Trustee on account of any misfeasance, malfeasance or nonfeasance of the Board of Trustees or any one Trustee or on account of any act or omission in violation of the Trust or any applicable law.

6.04 Action of the Board of Trustees.
A majority of the Board of Trustees shall constitute a quorum and acts of a majority of the Trustees present at any meeting at which a quorum is present or acts approved by all Trustees in writing shall be deemed to be valid acts. Notwithstanding the above, any Trustee who is designated by the Board to do so may execute any documents relating to the Trust, including contracts relating to the investment or reinvestment of the assets of the Trust fund, and documents necessary for the exercise of any ownership rights thereunder.
ARTICLE VII: SELECTION, RESIGNATION AND REPLACEMENT OF TRUSTEES

7.01 General.

Effective as of January 1, 2014, initially, the Board of Trustees shall be the Board of Commissioners of the Macon-Bibb County Commission. However, the Board of Commissioners may designate a financial institution or a separate group of individuals to be the trustee of the Trust. The Employer County may remove any appointed trustee at any time by providing written notice to the trustee.

Upon the appointment, resignation or removal of a trustee, the Employer County shall appoint a successor trustee who shall have the same powers and duties as those conferred upon the Board of Trustees hereunder. Upon acceptance of such appointment by the successor trustee, the Board of Trustees shall assign, transfer, and pay over to such successor trustee the funds and properties then constituting the Trust Fund. The Board of Trustees is authorized, however, to reserve such reasonable sum of money, as it may deem advisable, for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor trustee.
ARTICLE VIII: AMENDMENT OF TRUST; TERMINATION OF PLAN

8.01 Amendment of Trust.
The EmployerCounty may amend the administrative provisions of this Trust at any time or from time to time, in whole or in part by an instrument in writing. No such amendment shall authorize any part of the Trust to be used or diverted to purposes other than for the exclusive benefit of participants in the Plans. No amendment that affects the rights, duties or responsibilities of the Trustees may be executed without the Trustees' written consent.

8.02 Termination of Trust.
The Trust shall not terminate until the date on which all liabilities under the Plans have been satisfied and participants in the Plans and their dependents are no longer entitled to any benefits pursuant to the terms of the Plans. Upon complete termination of the Trust at such time, any assets remaining in the Trust shall be returned to the EmployerCounty.
ARTICLE IX: MISCELLANEOUS

9.01 Source of Funds.
This Trust need not constitute the sole source of funds that may be used by the Employer County to pay its other post retirement benefits. The Employer County shall determine which post retirement benefits shall be paid out of the Trust and which shall be paid from other sources.

9.02 Nonalienation of Benefits.
Except to the extent permitted by law, neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of the Employer County; any employee or former employee or to any legal process by any creditor of the Employer County, employee or former employee; and neither the Employer County, an employee or former employee shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust.

9.03 Waiver.
No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

9.04 Successors and Assigns.
The stipulations in this Trust shall inure to the benefit of, and shall bind, the successor and assigns of the respective parties.

9.05 Partial Invalidity.
If any term or provision of this Trust or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Trust, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Trust shall be valid and enforceable to the fullest extent permitted by law.

9.06 Section Headings.
The headings of the various sections and subsections of this Trust have been inserted only for the purposes of convenience and are not part of this Trust and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Trust.

9.07 Controlling Law.
This Trust shall be construed according to the laws of the State of Georgia except to the extent superseded by any federal law.

9.08 Effective Date.
This amended and restated Trust shall be effective on and after January 1, 2014.
IN WITNESS WHEREOF, the EmployerCounty and the Board of Trustees have caused this Trust to be signed by their duly authorized officers or representatives as of the day first written above.

MACON-BIBB COUNTY

Executed the _____ day of __________________, 2014

Signed for the County by: ________________________________

Title: ________________________________

Signature: ________________________________

BOARD OF TRUSTEES

Executed the _____ day of __________________, 2014

__________________________  __________________________
Trustee  Trustee

__________________________  __________________________
Trustee  Trustee

__________________________  __________________________
Trustee  Trustee

__________________________  __________________________
Trustee  Trustee

__________________________  __________________________
Trustee  Trustee
EXHIBIT A

POST RETIREMENT BENEFITS

Health Insurance

- As of an employee who retired from Bibb County, Georgia between January 1, 2008, and May 1, 2011, an employee who retires from Bibb County and who was covered by the Bibb County Government Group Health Benefit Plan on the day he retired is eligible for individual retiree health care coverage, on the same basis and at the same premium rate as active employees. Family coverage for health benefit and dental coverage may also have been available to such retiree at the premium rate established by Bibb County, Georgia each year.

- A former employee is considered to have retired and is eligible for retiree health coverage (an “Eligible Retiree”) if he terminated employment prior to May 1, 2011, and on or after the earliest of the following dates:

  (a) The earlier of the date the Participant attained age sixty (60) (age fifty-five [55] for law enforcement employees) or completed thirty (30) Years of Service with Bibb County, Georgia (twenty five [25] Years of Service for law enforcement employees).

  (b) The date the Participant was determined by the Board of Commissioners of Bibb County, Georgia to be Disabled.

  (c) The date the Participant attained age of fifty (50) and completed twenty (20) Years of Service with Bibb County, Georgia.

- The Eligible Retiree is currently entitled to retiree health care coverage beginning on his actual date of retirement and ending on his date of death.

- In no event shall any employee be eligible for retiree health care coverage if he terminated employment after May 1, 2011, before the earliest date listed in (a)-(c) above or before the tenth anniversary of employment with Bibb County, Georgia.

- Macon-Bibb County reserves the right to modify, revise, amend or discontinue health benefits for retirees in its sole discretion at any time.

- See the attached Group Health Plan for active employees for the benefit provided to retirees.

Life Insurance

- See attached policies
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE SELECTION OF INDEPENDENT PORTFOLIO CONSULTANTS, INC. (IPC) AS THE FINANCIAL CONSULTANT FOR GENERAL FUND, ENTERPRISE FUNDS, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL PROJECT FUNDS, INTERNAL SERVICE FUNDS, AND NEW FUNDS; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission does hereby authorize and approve the selection of Independent Portfolio Consultants, Inc. (IPC) as the financial consultant for General Fund, Enterprise Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, and New Funds;

BE IT FURTHER RESOLVED that the Director of Finance and County Manager shall be authorized to take any and all actions necessary to effectuate the selection of Independent Portfolio Consultants, Inc. (IPC) as the financial consultant for General Fund, Enterprise Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, and New Funds;

BE IT FURTHER RESOLVED that the Mayor shall be authorized to execute the agreement with Independent Portfolio Consultants, Inc. (IPC) for consulting services, subject to review and approval of said agreement by the County Attorney.

SO RESOLVED this ____ day of __________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

SHELIA THRONDON, CLERK OF COMMISSION

(SEAL)
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE INVESTMENT POLICY SECTION FOR NON-RETIREMENT ASSETS OF THE FINANCIAL POLICIES FOR MACON-BIBB COUNTY BY REPLACING SAID SECTION IN ITS ENTIRETY WITH A NEW INVESTMENT POLICY SECTION FOR GENERAL FUND, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL PROJECT FUNDS, INTERNAL SERVICE FUNDS, ENTERPRISE FUNDS, AND NEW FUNDS; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission approved and adopted the Macon-Bibb County Financial Policies at its organizational meeting on December 31, 2013; and

WHEREAS, the Macon-Bibb County Commission now wishes to amend the Investment Policy section for non-retirement assets of the Financial Policies of Macon-Bibb County by replacing said investment policy section in its entirety with a new Investment Policy section for General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, Enterprise Funds, and New Funds; and

WHEREAS, the Macon-Bibb County Commission finds that this amendment is in the best interests of the Macon-Bibb County government.

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Financial Policies are hereby amended by deleting the Investment Policy section for non-retirement assets of the Macon-Bibb County Financial Policies and replacing said section in its entirety with the new attached Investment Policy for General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, Enterprise Funds, and New Funds.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of
this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.

Section 5.

This Amendment shall become effective on the date of its approval and adoption.

SO ORDAINED this ___ day of ___________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHEILA THURMOND, CLERK OF THE COMMISSION
MACON-BIBB COUNTY
INVESTMENT POLICY

FOR

GENERAL FUND, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL
PROJECT FUNDS, INTERNAL SERVICE FUNDS, ENTERPRISE FUNDS, AND NEW
FUNDS

PURPOSE – It is the policy of Macon-Bibb County to invest its funds in a manner which will
provide the highest investment return with the maximum security while meeting the daily cash
flow needs of the County and comply with all state statutes governing the investment of public
funds.

SCOPE – This investment policy applies to all non-retirement financial assets of Macon-Bibb
County. These assets are accounted for in the various funds of the County and include the
general fund, special revenue funds, debt service funds and capital project funds (unless bond
ordinances and resolutions are more restrictive), enterprise funds, internal service funds, and any
new funds established by Macon-Bibb County.

OBJECTIVES – The primary objectives, in priority order, of the County’s investment activities
shall be:

SAFETY – Safety of principal is the foremost objective of the investment program.
Investments shall be undertaken in a manner that seeks to insure the preservation of
capital in the overall portfolio.

DIVERSIFICATION – The investments will be diversified by security type and
institution in order that potential losses on individual securities do not exceed the income
generated from the remainder of the portfolio.

LIQUIDITY – The investment portfolio shall remain sufficiently liquid to meet all
operating requirements that may be reasonably anticipated.

RETURN ON INVESTMENT – The investment portfolio shall be designed with the
objective of obtaining a rate of return throughout the budgetary and economic cycle,
taking into account the investment risk constraints and the cash flow characteristics of the
portfolio.

DELEGATION OF THE AUTHORITY TO MAKE INVESTMENTS – The authority to
manage the investment program and invest the financial resources of the consolidated
government for all non-retirement financial assets of Macon-Bibb County is delegated to the
Finance Director and the County Manager. The Finance Director and the County Manager shall
establish the written procedures and internal controls for the operation of the investment program
consistent with this investment policy. Procedures should include references to: safekeeping,
cash purchase or delivery vs. payment, investment accounting, repurchase agreements, wire
transfer agreements, collateral/depository agreements and banking service contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance and County Manager. The Director of Finance and County Manager shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

LEGAL INVESTMENTS – The Director of Finance and County Manager are limited to investments established by Georgia Code Section 36-83-4, and may invest in the following:

a) Obligations of this state or of other states;
b) Obligations issued by the United States government;
c) Obligations fully insured or guaranteed by the United States Government or a United States government agency;
d) Obligations of any corporation of the United States government;
e) Prime bankers’ acceptances
f) The local government investment pool established by Code Section 36-83-8;
g) Repurchase agreements; and
h) Obligations of other political subdivisions of this state.

SAFEKEEPING AND CUSTODY – All security transactions, including financial institution deposits, entered into by the Director of Finance and County Manager shall be on a delivery vs. payment basis. Securities may be held by a third party custodian designated by the Director of Finance and County Manager.

DIVERSIFICATION – Macon-Bibb County will diversify its investments by security type and institution. With exception of U.S. Treasury securities and authorized pools, no more than the percentages listed below of the Macon-Bibb County’s total investment portfolio will be invested in a single security type or with a single financial institution- 50% obligations of State government, 25% repurchase agreements and municipal bonds, 20% prime banker’s acceptance.

MAXIMUM MATURITIES – MAXIMUM MATURITIES – To the extent possible, Macon-Bibb County will attempt to match its investment with anticipated cash flow requirements. The portfolio will not have an average duration exceeding 4 years.

REPORTING – The Director of Finance and County Manager shall provide to the Macon-Bibb County Commission quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The management report should include comments of the fixed income markets and economic conditions, discussions regarding restrictions on percentage of investment by categories, possible changes in the portfolio structure going forward and thoughts of investment strategies. Schedules in the quarterly report should include the following:

a) A listing of individual securities held at the end of the reporting period by authorized investment category
b) Average life and final maturity of all investments listed
c) Coupon, discount or earnings rate
d) Par value, amortized book value and market value
e) Percentage of the portfolio represented by each investment category

PERFORMANCE STANDARDS – The investment portfolio shall be designated with the objective of obtaining a rate of return throughout the budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. Macon-Bibb County’s investment strategy can be either active or passive depending on the fund and objectives. The basis to determine whether market yields are being achieved shall be the average daily FED fund rates and the six-month U.S. Treasury bill.

ETHICS AND CONFLICTS OF INTEREST – Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution to the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the County Manager any material financial interest in financial institutions that conduct business within Macon-Bibb County, and shall further disclose any large personal financial/investment positions that could be related to the performance of Macon-Bibb County, particularly with regard to the time of purchases and sales.

PRUDENCE – Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

APPROVED AND ADOPTED:

This __________ day of ________________________, 2014.

________________________
Robert A.B. Reichert, Mayor of Macon-Bibb County

ATTEST: __________________________
Shelia Thurmond, Clerk of Macon-Bibb County Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION DESIGNATING MAULDIN AND JENKINS, LLC, AS THE OFFICIAL EXTERNAL AUDITOR FOR MACON-BIBB COUNTY, GEORGIA FOR FISCAL YEAR 2015; AND FOR OTHER PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Law 2012 page 5595, and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2013 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, pursuant to Ga. Law 2012, page 5595 a Transition Task Force was created in order to assist with planning and preparing for the assumption of the new government of Macon-Bibb County; and

WHEREAS, the Transition Task Force, reviewed the applications of a number of accounting firms for the position of being the designated external auditor of Macon-Bibb County, Georgia for the remainder of fiscal year 2014, and delivered a recommendation of designating Mauldin and Jenkins, LLC, as the external auditor for Macon-Bibb County, Georgia for fiscal year 2014; and

WHEREAS, Mauldin and Jenkins, LLC, was the existing external auditor retained by both Bibb County and the City of Macon; and

WHEREAS, Mauldin and Jenkins, LLC, was designated and has served as external auditor of Macon-Bibb County, Georgia from the onset of the new government and as such is already familiar and knowledgeable of this matter; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the City of Macon.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Mauldin and Jenkins, LLC, is designated as the external auditor for Macon-Bibb County, Georgia for fiscal year 2015.
BE IT FURTHER RESOLVED that the Mayor has the authority to execute, on behalf of Macon-Bibb County, Georgia, any contracts or other documentation necessary to fulfill the designation made herein.

SO RESOLVED this ____ day of ______________, 2014.

_____________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ______________________________________
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE SELECTION OF ENERGY & ENVIRONMENT, LLC, AS THE SUPPLIER OF RECREATION CENTER LIGHTING FOR BLOOMFIELD CENTER, ROSA JACKSON COMMUNITY CENTER, EAST MACON PARK, FRANK JOHNSON COMMUNITY CENTER, MEMORIAL GYMNASIUM, NORTH MACON PARK AND FREEDOM PARK (BOXING) IN THE AMOUNT OF ONE HUNDRED NINETY-TWO THOUSAND AND 00/100 ($192,000.00) TO BE PAID FROM SPLOST FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, it has been determined that several of the parks and recreations facilities are in need of lighting; and

WHEREAS, it has been determined that North Macon Park and Freedom Park are in need of specialized lighting; and

WHEREAS, the Macon-Bibb County Procurement Department publically solicited bids, hosted a mandatory pre-bid at which attendees were given the addresses and hours of operation for the facilities, and the attendees were instructed to tour each facility prior to submitting a bid; and

WHEREAS, three (3) bids were received, publicly opened, read and later tabulated; and

WHEREAS, all bidders were found responsive, having bids which were comparable and complete; and

WHEREAS, Energy & Environment, LLC, submitted the lowest bid and was found to be a responsible bidder; and

WHEREAS, Energy & Environment, LLC, is an electrical contractor specializing in energy efficient lighting and commercial lighting upgrades and has performed lighting efficiency projects of varying sizes throughout the United States and Georgia; and

WHEREAS, the Procurement Department concurs with the above findings and recommends a contract be entered into with Energy & Environment, LLC; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement with Energy & Environment, LLC, for the purchase of recreation center lighting for Bloomfield Center, Rosa Jackson Community Center, East Macon Park, Frank Johnson Community Center, Memorial Gymnasium, North Macon Park and Freedom Park in the amount of one hundred ninety-two thousand and 00/100 dollars ($192,000.00) to be paid from SPLOST funds in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this ____ day of ______________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
______________________________
Clerk of the Commission
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made this _____ day of __________, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (the "County") and Energy & Environment, LLC. ("Independent Contractor"), collectively referred to as the "Parties", individually may be referred to as "Party".

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services
During the term of this Agreement, Independent Contractor shall provide the services described in each Independent Contractor Service Addendum attached hereto as Exhibit "A", (the "Services") which shall describe in detail the services to be provided and the compensation for performance and completion of such services. Services shall include and conform to the services described in Independent Contractor's proposal or bid dated March 6, 2014, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Request for Proposals ("RFP") issued by the City on February 3, 2014, and Addendum #1 issued by the City on February 28, 2014, are hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP and Addendum #1 are inconsistent with the express provisions of this Agreement.

1.2 Method of Performing Services
Independent Contractor shall determine, at its sole discretion, the method, details and means of performing the services described in Exhibit "A", provided that by executing this Agreement, Independent Contractor acknowledges that it possesses the degree of care, learning, skill, and ability necessary to complete the services, and further contracts that in the performance of its duties herein set forth, it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by contractors under similar conditions and like circumstances and shall perform such duties without neglect.

1.3 Office Space and Support Staff
Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the County at the Independent Contractor's request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, "Staff"), shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff's own supplies and
support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.

1.4 Control of County Employees
Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor or the County Manager, but the County is under no obligation to accept or follow such recommendations.

1.5 County’s Assistance and Cooperation
During the Independent Contractor’s performance of this Agreement, the County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all the Independent Contractor’s obligations under this Agreement.

2. Non-Employment Relationship between County and Independent Contractor

2.1 Independent Contractor Relationship
Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venture with Independent Contractor for any purpose. Independent Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits
Independent Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for the Independent Contractor and Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide County with a completed W-9 form, at the time this Agreement is executed.
3. Warranties

3.1 Independent Contractor Warranties
Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work
Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties
Independent Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4. Company Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace
Independent Contractor and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

4.2 Prohibition on Unlawful Discrimination and Harassment
The County does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The County prohibits unlawful discrimination or harassment,including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

5. Termination

5.1 Termination for default
(a) The County may, subject to the provisions of subparagraph (c) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the County
may authorize in writing) after receipt of notice from the County specifying such failure.

(b) In the event the County terminates this Agreement in whole or in part as provided in subparagraph (a) above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Independent Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all costs and expenses of the type specified in the “WARRANTY” paragraph of this Agreement Document; provided, that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default or a subcontractor, and if such default arises out our causes beyond the control of both the Independent Contractor and the subcontractor, and without the fault or negligence of either of them, the Independent Contractor shall not be liable for any excess costs for failure to perform, unless the service to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Independent Contractor to meet the required delivery schedule. The term “subcontractor” shall mean a subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Independent Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the “Termination for Convenience” paragraph of this Agreement Document.

(e) The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5.2 Termination for Convenience
The County may at any time by providing thirty (30) days written notice terminate all or any part of this Agreement for the County’s convenience. If this Agreement is terminated, in whole or in part, for the County’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Independent Contractor for the actual labor and
cost of materials purchased within or meeting the established scope of work and reasonably used by the Independent Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Independent Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Independent Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar nation overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Mayor
Macon-Bibb County
700 Popular St.
Macon, GA 31202

For Independent Contractor:
Energy & Environment, LLC
John Noel
2131 Bolton Road, NW
Atlanta, GA 30318

7. Indemnification, Insurance, Risk Management, Bonding

7.1 Indemnification, hold harmless

Independent Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releasees), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor. Independent Contractor's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

7.2 Insurance Requirements

In the event that the Independent Contractor, Staff, or agents or the Independent Contractor's subcontractors enter the County's property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and
traffic regulations. The Independent Contractor, and any subcontractor used by the Independent Contractor in connection with this Agreement, shall carry Workmen’s Compensation and Employees’ Liability insurance to cover the Independent Contractor’s and any subcontractor’s legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Independent Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the County’s request, the Independent Contractor shall furnish to the County certificates from the Independent Contractor’s insurers showing such coverage in effect and agreeing to give the County ten (10) days’ prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance
The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor’s failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees to indemnify and hold harmless the County for any claims arising from the Independent Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

7.4 Risk Management Requirement
When operating on the property of the County, the Independent Contractor shall abide by the County’s applicable Risk Management requirements, as may be provided from time to time by the County.

8. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

9. Waiver

County’s waiver of Independent Contractor’s breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.
10. **Assignment**

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.

11. **Force Majeure**

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. **Applicable Law**

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Macon-Bibb County, Georgia.

13. **Publicity**

Independent Contractor shall not release without prior written approval from County, any publicity regarding the program or services provided by the County, including but not limited to notices, information pamphlets, press releases, research reports, signs and similar public notices prepared by or for Independent Contractor, identifying County receiving goods or services under this Agreement.

14. **Time is of the Essence**

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. **Ownership**

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to the County.

16. **Certain Rules of Interpretation**
Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neutral shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18. Counterparts

This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. Amendment

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. Exhibits

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and
the covenants and conditions contained herein shall be binding upon and in use to
the benefit of each of the Parties hereto and their respective successors, assigns and
successors in title. The Parties further acknowledge that they fully understand the
meaning and intent of this Agreement, including but not limited to its binding effect.
The Parties acknowledge that they have had the benefit of consulting an attorney
before executing this Agreement.

23. Disputes

Pending resolution of any dispute hereunder, the Independent Contractor shall
proceed diligently with the performance of work in accordance with the County's
direction.

24. Equal Employment Opportunity

During the performance of this agreement, the Independent Contractor agrees as
follows:

(a) The Independent Contractor shall not discriminate against any
employee, or applicant for employment, because of race, color, creed,
religion, sex, domestic relationship status, parental status, familial status,
sexual orientation, national origin, gender identity, age, disability, or
political affiliation. As used herein, the words “shall not discriminate”
shall mean and include without limitation the following: recruited,
whether by advertising or other means; compensated, whether in the form
of rates of pay, or other forms of compensation; selected for training,
including apprenticeship; promoted; upgraded; demoted; downgraded;
transferred; laid off; and terminated.

The Independent Contractor agrees to and shall post in conspicuous places,
available to employees and applicants for employment, notices to be provided by
the contracting officers setting forth the provisions of the EEO Clause.

(b) The Independent Contractor shall, in all solicitations or advertisements for
employees, placed by or on behalf of the Independent Contractor, state
that all qualified applicants will receive consideration for employment
without regard to race, color, creed, religion, sex, domestic relationship
status, parental status, familial status, sexual orientation, national origin,
genre identity, age, disability or political affiliation.

(c) The Independent Contractor shall send to each labor union or
representative or workers with which the Independent Contractor may
have a collective bargaining agreement or other contract or understanding
a notice advising the labor union or worker’s representative of the contractor’s commitments under the city’s equal employment opportunity ordinance and other city code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Independent Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The Independent Contractor shall furnish all information and reports required by the contract compliance officer and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer so as to ascertain compliance with the Equal Employment Opportunity Ordinance.

(e) The Independent Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance.

(f) The Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the contractor and its subcontractors.

(g) The Independent Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the equal opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(h) A finding, as hereinafter provided, that a refusal by the Independent Contractor or subcontractor to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties:

1. Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;

2. Refusal of all future bids for any contract with Macon-Bibb
County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided herein;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

1. **Affirmative Action Program**

Independent Contractor shall provide the Buyer with a copy of its Affirmative Action Program. For the purposes of this Section, Affirmative Action Program means a written, results-oriented program meeting the requirements of Macon-Bibb County ordinances, city or county rules adopted pursuant to this ordinance, and other applicable regulations, designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. An affirmative action program will include, but not be limited to, the following aspects of employment pertaining to women and minorities:

(a) Hiring

(b) Upgrading

(c) Promotion

(d) Transfer

(e) Layoff

(f) Termination

(g) Rates of pay and other forms of compensation
(h) Training programs and selection for training, apprenticeship

(i) Recruitment advertising, recruitment efforts

(j) Employment goals

(k) Written plan to achieve those goals with timetables

2. Insurance Requirements

(a) **Commercial General Liability Insurance Policy** ("CGL"). Independent Contractor agrees to procure and maintain a CGL covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insured. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

$1,000,000.00 per occurrence

$2,000,000.00 general aggregate.

(b) **Business Automobile Liability Insurance** ("BAP").

(c) Independent Contractor agrees to procure and maintain a BAP with liability limits of not less than $1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

(d) **Workers’ Compensation Insurance.** Independent Contractor agrees to procure workers’ compensation coverage in accordance with the statutory limits as established by Georgia law.

(e) **Professional Liability.** Independent Contractor agrees to procure and maintain a Professional Liability or Engineering Errors and Omissions policy with liability limits of not less than $1,000,000.00.
(f) **Evidence of Insurance and General Terms.** Independent Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of “A” or better and with a financial size rating of Class V or larger.

(g) **Obligation to Verify Insurance.** The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor’s failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees indemnify and hold harmless the County for any claims arising from the Independent Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

3. **Verifications**

(a) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavit attached hereto as Exhibit “B-1” shall be executed and adhered to by Independent Contractor.

(b) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavits attached hereto as Exhibit “B-2” shall be executed and adhered to by Independent Contractor and its subcontractors and sub-subcontractors, if any.
WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

COUNTY:

MACON-BIBB COUNTY

By: ____________________________
    Robert A.B. Reichert, Mayor

Attested: ________________________
          Shelia Thurmond, County Clerk

Date

INDEPENDENT CONTRACTOR:

Energy & Environment, LLC

By: ____________________________
    John Noel, Organizer and President

Date

Attested: ________________________
          Notary Public

Date
EXHIBITA

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall purchase and install Gymnasium and Recreation Center Lighting as indicated in Exhibits A, attached hereto and incorporated herein, in the seven (7) Gymnasiums and Recreation Centers identified by the County.

Independent Contractor shall install the Gymnasium and Recreation Center Lighting at the locations provided by the County.

TERM: This engagement shall commence on the date this Agreement and Addendum are executed by the County and shall continue in full force and effect for one (1) calendar year, or earlier upon completion of the Contractor's duties under this Agreement.

Upon execution of this Agreement and Addendum by the County, Independent Contractor shall provide the County with a Project Start Date that shall be no later than sixty (60) days after the date of execution.

Independent Contractor shall complete installations at all seven (7) gymnasium and recreation centers within one hundred eighty (180) days of the Project Start Date.

The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement or the laws of the State of Georgia.

COMPENSATION: Pursuant to the itemized breakdown established in Exhibit A1 the County shall pay the Independent Contractor Twenty-Five Thousand Dollars ($25,000.00) for gymnasium and recreation center lighting at Bloomfield Park.

Pursuant to the itemized breakdown established in Exhibit A2 the County shall pay the Independent Contractor Twenty-Six Thousand Dollars ($26,000.00), for gymnasium and recreation center lighting at Rosa Jackson Community Center.

Pursuant to the itemized breakdown established in Exhibit A3 the County shall pay the Independent Contractor Twenty-Seven Thousand Dollars ($27,000.00) for gymnasium and recreation center lighting at East Macon Park.
Pursuant to the itemized breakdown established in Exhibit A4 the County shall pay the Independent Contractor Thirty-One Thousand Dollars ($31,000.00) for gymnasium and recreation center lighting at Frank Johnson Park.

Pursuant to the itemized breakdown established in Exhibit A5 the County shall pay the Independent Contractor Twenty-Eight Thousand Dollars ($28,000.00) for gymnasium and recreation center lighting at Memorial Park.

Pursuant to the itemized breakdown established in Exhibit A6 the County shall pay the Independent Contractor Twenty Thousand Dollars ($20,000.00) for gymnasium and recreation center lighting at North Macon Park.

Pursuant to the itemized breakdown established in Exhibit A7 the County shall pay the Independent Contractor Thirty-Five Thousand Dollars ($35,000.00) for gymnasium and recreation center lighting at Freedom Park (Boxing Center).

Total compensation paid by the County pursuant to this Agreement shall not exceed $192,000.00.

EXPENSES: All expenses incurred by the Independent Contractor not specifically agreed to by the County in writing, shall be incurred at the sole cost of the Independent Contractor.

WARRANTIES: The equipment warranties attached to the end of this Agreement and Addendum are attached hereto and incorporated herein as additional exhibits.

-SIGNATURES TO FOLLOW-
COUNTY:

MACON-BIBB COUNTY

By: ________________________________
    Robert A.B. Reichert, Mayor

Attested: __________________________
    Shelia Thurmond, County Clerk

Date

INDEPENDENT CONTRACTOR:

ENERGY & ENVIRONMENT, LLC

By: ________________________________
    John Noel, Organizer

Date

Attested: __________________________
    Notary Public

Date
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY/DESC</th>
<th>PROJECT</th>
<th>BUDGET</th>
<th>Procurement Facilitator</th>
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<tr>
<td>3/19/2014</td>
<td>988-54</td>
<td>Recreation Center Lighting</td>
<td>$</td>
<td>Nyesha Daley</td>
</tr>
</tbody>
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The following documents are included with this recommendation:

- ☑ Buyer's Award Recommendation (this form)
- ☑ Facilities Award Recommendation
- ☑ Recreation Award Recommendation
- ☑ Bid Tabulation (Re: Bid #14-004-DB – Recreation Center Lighting)

After reviewing all proposals, the committee recommends: ☑ Award as Follows  ☑ Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>Energy + Environment</td>
<td>$192,000.00</td>
</tr>
</tbody>
</table>

If recommending other than the lowest proposer please answer the following:
Did the low proposer meet the requirements of the bid? ☑ Yes  ☑ No  ☑ N/A

Indicate why proposal should be rejected: ☑ Over budget  ☑ No One Meets Specifications  ☑ Other  ☑ N/A

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<tr>
<th>REJCTCTION JUSTIFICATION</th>
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Award Requirements: ☑ HOLD FOR MBCC AWARD  ☑ HOLD FOR MBCC ACTION

Details of solicitation process:
Bids were publicly solicited; a mandatory pre-bid was hosted by Procurement Staff. A tour of North Macon Park and Freedom Park (both requiring specialized lighting) was directed by Recreation and Facilities Management personnel. The attendees of the pre-bid were given the addresses and hours of operations of the remaining facilities and instructed to tour each facility prior to submitting a bid. Three (3) bids were received, publicly opened and read, and later tabulated. All bidders were found responsive; bids were comparable and complete. User departments unanimously recommended award to the lowest responsive and responsible bidder, Energy + Environment; Procurement Department concurs in recommending the same.

I have read the recommendation prepared by the department and agree with their recommendation. ☑ Yes  ☑ No

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<thead>
<tr>
<th>TITLE</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Facilitator</td>
<td>[Signature]</td>
<td>3/19/2014</td>
</tr>
<tr>
<td>Witness</td>
<td>[Signature]</td>
<td>3/19/2014</td>
</tr>
<tr>
<td>ACM, Operations</td>
<td>[Signature]</td>
<td>3/19/2014</td>
</tr>
</tbody>
</table>
TO: Sam Kitchens, Facilities Management  
FROM: Nyesha Daley, Procurement  

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/12/2014</td>
<td>14-004-DB</td>
<td>RECREATION CENTER LIGHTING</td>
<td>Recreation</td>
<td></td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend:  
- Award as Follows  
- Reject all Bids, Revise Specs and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy + Environment</td>
<td>$192,000</td>
</tr>
</tbody>
</table>

Lowest bidder meeting specifications

If recommending other than the lowest bidder please answer the following:

Did the low bidder meet the requirements of the bid?  
- Yes  
- No (explain below)

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply):  
- Over budget  
- None Meet Specifications  
- Other

<table>
<thead>
<tr>
<th>REJECTION JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

NAME: Sam Kitchens  
TITLE: Facilities Management  
SIGNATURE: Sam Kitchens  
DATE: 3-13-14
TO: Sam Kitchens, Facilities Management  
FROM: Nyesha Daley, Procurement

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/12/2014</td>
<td>14-004-DB</td>
<td>RECREATION CENTER LIGHTING</td>
<td>Recreation</td>
<td>$192,000.00</td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend:  
☐ Award as Follows  ☐ Reject all Bids, Revise Specs and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy + Environment</td>
<td>$192,000.00</td>
</tr>
</tbody>
</table>

If recommending other than the lowest bidder please answer the following: Did the low bidder meet the requirements of the bid?  
☐ Yes  ☐ No (explain below)

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply):  
☐ Over budget  ☐ None Meet Specifications  ☐ Other

<table>
<thead>
<tr>
<th>REJECTION JUSTIFICATION</th>
</tr>
</thead>
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<tr>
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<tr>
<td></td>
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</tbody>
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NAME: Doc Dougherty  
TITLE: Dir Prep

SIGNATURE:  
DATE: 3-17-14
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<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UN.</th>
<th>DESCRIPTION</th>
<th>Energy + Environment</th>
<th>Spiv &amp; Associates</th>
<th>Starr Electrical</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Recreation Center Lighting</td>
<td>$25,000.00</td>
<td>$24,107.12</td>
<td>$21,384.00</td>
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<tr>
<td>1</td>
<td>1</td>
<td>lot</td>
<td>Bloomfield Center</td>
<td>$26,000.00</td>
<td>$22,016.00</td>
<td>$21,590.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>lot</td>
<td>Rosa Jackson Community Center</td>
<td>$27,000.00</td>
<td>$21,865.00</td>
<td>$20,235.00</td>
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<tr>
<td>3</td>
<td>1</td>
<td>lot</td>
<td>East Mason Park</td>
<td>$31,000.00</td>
<td>$32,762.00</td>
<td>$35,462.00</td>
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<tr>
<td>4</td>
<td>1</td>
<td>lot</td>
<td>Frank Johnson</td>
<td>$28,000.00</td>
<td>$31,197.00</td>
<td>$33,988.00</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>lot</td>
<td>Memorial Gymnasium</td>
<td>$20,000.00</td>
<td>$23,547.00</td>
<td>$23,497.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>lot</td>
<td>North Mason Park</td>
<td>$35,000.00</td>
<td>$40,165.00</td>
<td>$36,634.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>lot</td>
<td>Freedom Park (Boxing)</td>
<td>$32,000.00</td>
<td>$32,659.14</td>
<td>$32,114.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$320,531.00</strong></td>
<td></td>
<td><strong>$292,114.80</strong></td>
</tr>
</tbody>
</table>

Bid is to be awarded based on Total Bid Price.

<table>
<thead>
<tr>
<th>Bid Form</th>
<th>Addendum Acknowledged</th>
<th>Bidder's Qualification Form</th>
<th>List of Sub-Contractors</th>
<th>Minority Participation Goal</th>
<th>E-Verify Affidavit</th>
<th>Title VI</th>
<th>Bid Bond in amount of 5% of total base bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>provided at bid opening</td>
</tr>
</tbody>
</table>

I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.

BY: [Signature] 3/11/2014
Macon-Bibb County
Procurement Department
682 Cherry Street
8th Floor Procurement
Macon, Georgia, 31201
(478) 803-0550
Fax (478) 751-2998

Greg Cline, CPPO, CPPB
Purchasing Agent

Della Bridges, CPPO, CPPB
Assistant Purchasing Agent

February 28, 2014

ADDENDUM #1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 14-004-DB: Gymnasium Lighting for Recreation Centers

The Invitation for Bids, referenced above, is modified as follows:

a. The bid due date has been extended to Thursday, March 6, 2014 @ 12:00 Noon
b. The bid opening will be held in the Procurement conference room at 2:00 pm
c. A revised Bid Form is included as Attachment “A”
d. Submission Forms are included as Attachment “B”
e. Insurance and bonding requirements are included as Attachment “C”

By signing and returning all documents included in this package the vendor acknowledges understanding of all requirements of this bid.

Please incorporate these changes into the Invitation for Bid and acknowledge receipt of this addendum below. Return signed addendum with your bid.

Sincerely,

Nyesha Daley
MBA, CPPB
Buyer

Addendum accepted and acknowledged:

By: [Signature]
Firm Name: Energy + Environment LLC
MACON-BIBB COUNTY
REQUEST FOR PROPOSAL
Gymnasium Lighting Specifications
for Recreation Centers
14-004-DB

"ENERGY + ENVIRONMENT LLC"
Attachment “A”
Revised Bid Form

By submission of a signed bid, vendor acknowledges:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.

2. Enclosed herewith is a Bid Bond in the amount of five-percent (5%) of the Base Bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond that may be required.

3. Hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Energy + Environment LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address</td>
<td>2131 Bolton Road NW, Atlanta, GA 30318</td>
</tr>
<tr>
<td>Authorized By</td>
<td>Doug Zweigoron</td>
</tr>
<tr>
<td>Title</td>
<td>Operations Manager</td>
</tr>
<tr>
<td>Authorized Signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>03/05/2014</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>404-794-2023</td>
</tr>
<tr>
<td>Fax Number</td>
<td>404-794-2022</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:doug@energyandenvironment.com">doug@energyandenvironment.com</a></td>
</tr>
<tr>
<td>Federal Tax Identification Number</td>
<td>55-0885625</td>
</tr>
</tbody>
</table>
## BLOOMFIELD PARK

<table>
<thead>
<tr>
<th>Area</th>
<th>Existing Fixture</th>
<th>Qty</th>
<th>Proposed Fixture</th>
<th>Qty</th>
<th>X</th>
<th>Unit Price</th>
<th>=</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Exterior</td>
<td>250w HPS Wall Pack</td>
<td>6</td>
<td>1 BRICK LED WALL PACK</td>
<td>6</td>
<td>X</td>
<td>$275.00</td>
<td>= $1,650.00</td>
<td></td>
</tr>
<tr>
<td>Building Exterior</td>
<td>400w HPS Wallpack</td>
<td>2</td>
<td>2 BRICK LED WALL PACK</td>
<td>2</td>
<td>X</td>
<td>$325.00</td>
<td>= $650.00</td>
<td></td>
</tr>
<tr>
<td>Building Interior</td>
<td>2x4, 4 Lamp, F40 T12 Prismatic</td>
<td>52</td>
<td>2x4 Reflector Kit for Troffer, LFL, F32T8, 2L, 32W</td>
<td>52</td>
<td>X</td>
<td>$25.00</td>
<td>= $1,300.00</td>
<td></td>
</tr>
<tr>
<td>Building Interior</td>
<td>8ft, F96 T12 2 Lamp Strip</td>
<td>16</td>
<td>8’ tandem, Industrial, 2X42L, 32W, T8, 120-277V, F32T8, 4L, 32W</td>
<td>16</td>
<td>X</td>
<td>$80.00</td>
<td>= $960.00</td>
<td></td>
</tr>
<tr>
<td>Building Interior</td>
<td>Emergency Light (ELM2)</td>
<td>3</td>
<td>Exit Sign/Emergency, Incandescent, 120/277V, 2L</td>
<td>3</td>
<td>X</td>
<td>$30.00</td>
<td>= $90.00</td>
<td></td>
</tr>
<tr>
<td>Building Interior</td>
<td>4ft, F40 T12 2 Lamp Strip</td>
<td>2</td>
<td>Strip Light, LFL, 120/277V, F32T8, 2L, 32W</td>
<td>2</td>
<td>X</td>
<td>$40.00</td>
<td>= $80.00</td>
<td></td>
</tr>
<tr>
<td>Gymnasium</td>
<td>30W Exit Sign</td>
<td>3</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>3</td>
<td>X</td>
<td>$20.00</td>
<td>= $60.00</td>
<td></td>
</tr>
<tr>
<td>Gymnasium</td>
<td>400w Metal Halide</td>
<td>12</td>
<td>LED Day-Brite-24L-L-50-UNV</td>
<td>12</td>
<td>X</td>
<td>$370.00</td>
<td>= $4,440.00</td>
<td></td>
</tr>
</tbody>
</table>

- Combined cost for materials: $9,230.00
- Secondary Switch to be installed: $750.00
- Installation Fee (Flat Rate): $15,020.00

**Total Bid Price for Bloomfield Park**: $25,000.00

NOTE: All final approved fixtures will be warranted free from defect in material and workmanship from the date of installation for 5 years.
## Rosa Jackson Community Center

<table>
<thead>
<tr>
<th>Area</th>
<th>Existing Fixture</th>
<th>Qty</th>
<th>Proposed Fixture</th>
<th>Qty</th>
<th>X</th>
<th>Unit Price</th>
<th>=</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bldg Exterior</td>
<td>250w HPS Wall Pack</td>
<td>12</td>
<td>1 BRICK LED WALL PACK</td>
<td>12</td>
<td>X</td>
<td>275.00</td>
<td>=</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>Bldg Exterior</td>
<td>400W HPS WALL PACK</td>
<td>4</td>
<td>2 BRICK LED WALL PACK (LTWC-7028-CN1-1)</td>
<td>4</td>
<td>X</td>
<td>325.00</td>
<td>=</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>Bldg Interior</td>
<td>2x2, 2 Lamp U Tube F34 Prismatic</td>
<td>3</td>
<td>2x2 Reflector Kit for Troffer,LFL,F17T8,2L,17W</td>
<td>3</td>
<td>X</td>
<td>25.00</td>
<td>=</td>
<td>$75.00</td>
</tr>
<tr>
<td>Bldg Interior</td>
<td>2x4, 4 Lamp, F40 T12 Prismatic</td>
<td>53</td>
<td>2x4 Reflector Kit for Troffer,LFL,F32T8,3L,32W</td>
<td>53</td>
<td>X</td>
<td>25.00</td>
<td>=</td>
<td>$1,325.00</td>
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<tr>
<td>Bldg Interior</td>
<td>Emergency Light</td>
<td>1</td>
<td>Exit Sign/Emergency,Incandescent,120/277V,2L</td>
<td>1</td>
<td>X</td>
<td>20.00</td>
<td>=</td>
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<td>Bldg Interior</td>
<td>30W Exit Sign</td>
<td>9</td>
<td>Exit Sign/Emergency,LED,120/277V,1L,3.8W</td>
<td>9</td>
<td>X</td>
<td>20.00</td>
<td>=</td>
<td>$180.00</td>
</tr>
<tr>
<td>Bldg Interior</td>
<td>4ft, F40 T12 2 Lamp Strip</td>
<td>5</td>
<td>Strip Light,LFL,120/277V,F32T8,2L,32W</td>
<td>5</td>
<td>X</td>
<td>40.00</td>
<td>=</td>
<td>$200.00</td>
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<tr>
<td>Gymnasium</td>
<td>30W Exit Sign</td>
<td>4</td>
<td>Exit Sign/Emergency,LED,120/277V,1L,3.8W</td>
<td>4</td>
<td>X</td>
<td>20.00</td>
<td>=</td>
<td>$80.00</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>30W Exit Sign w/Emergency Lights</td>
<td>4</td>
<td>Exit Sign/Emergency,LED,120/277V,1L,3.8W</td>
<td>4</td>
<td>X</td>
<td>38.00</td>
<td>=</td>
<td>$140.00</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>400w Metal Halide</td>
<td>20</td>
<td>LED Day-Brite-24L-L-50-UNV</td>
<td>20</td>
<td>X</td>
<td>370.00</td>
<td>=</td>
<td>$7,400.00</td>
</tr>
</tbody>
</table>

**Combined cost for materials**  
$14,020.00

**Secondary Switch to be installed**  
$750.00

**Installation Fee (Flat Rate)**  
$11,230.00

**Total Bid Price for Rosa Jackson Community Center**  
$26,000.00

---

**Note:** All final approved fixtures will be warranted to be free from defects in material and workmanship from the date of installation for 5 years.
### EAST MACON PARK

<table>
<thead>
<tr>
<th>Area</th>
<th>Existing Fixture</th>
<th>Qty</th>
<th>Proposed Fixture</th>
<th>Qty</th>
<th>X</th>
<th>Unit Price</th>
<th>=</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Exterior</td>
<td>150w HPS Wall Pack</td>
<td>1</td>
<td>1 BRICK LED WALL PACK</td>
<td>1</td>
<td>X</td>
<td>$276.00</td>
<td>=</td>
<td>$276.00</td>
</tr>
<tr>
<td>Building Exterior</td>
<td>150w Metal Halide Wall Pack</td>
<td>2</td>
<td>1 BRICK LED WALL PACK</td>
<td>2</td>
<td>X</td>
<td>$275.00</td>
<td>=</td>
<td>$550.00</td>
</tr>
<tr>
<td>Building Exterior</td>
<td>250w HPS Wall Pack</td>
<td>4</td>
<td>1 BRICK LED WALL PACK</td>
<td>4</td>
<td>X</td>
<td>$276.00</td>
<td>=</td>
<td>$1,104.00</td>
</tr>
<tr>
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<td>400w HPS Wallpack</td>
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<td>LTWC-702B-CN1</td>
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<td>X</td>
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<td>$975.00</td>
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<td>400w HPS Pole Mounted</td>
<td>12</td>
<td>SB01-100</td>
<td>12</td>
<td>X</td>
<td>$225.00</td>
<td>=</td>
<td>$2700.00</td>
</tr>
<tr>
<td>Building Interior</td>
<td>2x2, 2 Lamp U Tube F34 Prismatic</td>
<td>2</td>
<td>2x2 Reflector Kit for Troffer, LFL, F17T8, 2L, 17W</td>
<td>2</td>
<td>X</td>
<td>$25.00</td>
<td>=</td>
<td>$50.00</td>
</tr>
<tr>
<td>Building Interior</td>
<td>2x4, 4 Lamp, F40 T12 Prismatic</td>
<td>56</td>
<td>2x4 Reflector Kit for Troffer, F32T8, 2L, 32W</td>
<td>56</td>
<td>X</td>
<td>$25.00</td>
<td>=</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Building Interior</td>
<td>30W Exit Sign</td>
<td>5</td>
<td>Exit ign/Emerg. LED, 120/277V, 1L, 3.8W</td>
<td>5</td>
<td>X</td>
<td>$20.00</td>
<td>=</td>
<td>$100.00</td>
</tr>
<tr>
<td>Building Interior</td>
<td>30W Exit Sign w/Emerg. Lights</td>
<td>2</td>
<td>Exit sign/Emerg. LED, 120/277V, 1L, 3.8W</td>
<td>2</td>
<td>X</td>
<td>$30.00</td>
<td>=</td>
<td>$60.00</td>
</tr>
<tr>
<td>Building Interior</td>
<td>400w Metal Halide</td>
<td>16</td>
<td>LED Day-Brite-24L-L-50-UNV</td>
<td>16</td>
<td>X</td>
<td>$370.00</td>
<td>=</td>
<td>$5,920.00</td>
</tr>
</tbody>
</table>

**Combined cost for materials**

$13,130.00

**Secondary Switch to be installed**

$750.00

**Installation Fee (Flat Rate)**

$13,120.00

**Total Bid Price for East Macon Park**

$27,000.00

NOTE: All final approved fixtures will be warranted to be free from defect in material and workmanship from the date of installation for 5 years.
# Attachment “A”
## Revised Bid Form

## FRANK JOHNSON PARK

<table>
<thead>
<tr>
<th>Area</th>
<th>Existing Fixture</th>
<th>Qty</th>
<th>Proposed Fixture</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Exterior</td>
<td>250w HPS Pole Mounted</td>
<td>15</td>
<td>100W INDUCTION SHOEBOX FIXTURE</td>
<td>15</td>
<td>$225.00</td>
<td>$3,375.00</td>
</tr>
<tr>
<td>Building Exterior</td>
<td>400w HPS Wallpack</td>
<td>8</td>
<td>2 BRICK LED WALL PACK</td>
<td>8</td>
<td>$325.00</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>Building Interior</td>
<td>2x4, 4 Lamp, F40 T12 Prismatic</td>
<td>16</td>
<td>2x4 Reflector Kit for Troffer, LFL, F32T8, 2L, 32W</td>
<td>16</td>
<td>$25.00</td>
<td>$400.00</td>
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<tr>
<td>Building Interior</td>
<td>8ft, F40 T12 4 Lamp Strip Light, LFL, 120/277V, F32T8, 2L, 32W</td>
<td>3</td>
<td>8’ Tandem, Strip</td>
<td>3</td>
<td>$65.00</td>
<td>$195.00</td>
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<tr>
<td>Building Interior</td>
<td>30W Exit Sign</td>
<td>15</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>15</td>
<td>$20.00</td>
<td>$300.00</td>
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<td>Building Interior</td>
<td>8ft, F96 T12 2 Lamp Strip Louver</td>
<td>25</td>
<td>LOUVERED 8’ T8 STRIP W PROGRAM</td>
<td>25</td>
<td>$150.00</td>
<td>$3,750.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>START BALLAST AND 4F28T8 LAMPS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gymnasium</td>
<td>30W Exit Sign w/Emergency Lights</td>
<td>1</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>1</td>
<td>$30.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>400w Metal Halide</td>
<td>15</td>
<td>LED Day-Brite-24L-L-50-UNV</td>
<td>15</td>
<td>$370.00</td>
<td>$5,550.00</td>
</tr>
<tr>
<td>Combined cost for materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,200.00</td>
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<tr>
<td>Secondary Switch to be installed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$750.00</td>
<td></td>
</tr>
<tr>
<td>Installation Fee (Flat Rate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$14,050.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Bid Price for Frank Johnson Park</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$31,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** All final approved fixtures will be warranted to be free from defect in material and workmanship from the date of installation for 5 years.
# MEMORIAL PARK

**Attachment “A”**
**Revised Bid Form**

<table>
<thead>
<tr>
<th>Area</th>
<th>Existing Fixture</th>
<th>Qty</th>
<th>Proposed Fixture</th>
<th>Qty</th>
<th>Unit Price (Each)</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bldg. Exterior</td>
<td>150w HPS Wall Pack</td>
<td>2</td>
<td>1 BRICK WALL PACK</td>
<td>2</td>
<td>$275.00</td>
<td>$550.00</td>
</tr>
<tr>
<td>Bldg. Exterior</td>
<td>400w HPS Wall Pack</td>
<td>5</td>
<td>1 BRICK WALL PACK</td>
<td>5</td>
<td>$275.00</td>
<td>$1,375.00</td>
</tr>
<tr>
<td>Bldg. Exterior</td>
<td>250w HPS Pole Mounted</td>
<td>8</td>
<td>100W INDUCTION SHOEBOX</td>
<td>8</td>
<td>$225.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>2x4, 4 Lamp, F40 T12 Prismatic</td>
<td>59</td>
<td>2x4 Reflector Kit for</td>
<td>59</td>
<td>$25.00</td>
<td>$1,475.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Troffer, LFL, F32T8, 2L, 32W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>2x4, 2 Lamp, F40 T12 Prismatic</td>
<td>1</td>
<td>2x4 Reflector Kit for</td>
<td>1</td>
<td>$25.00</td>
<td>$25.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Troffer, LFL, F32T8, 2L, 32W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>4ft, F40 T12 2 Lamp Strip</td>
<td>7</td>
<td>8’ Tandem, Strip Light, LFL, 120/277V, F32T8, 2L, 32W</td>
<td>7</td>
<td>$65.00</td>
<td>$455.00</td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>30W Exit Sign</td>
<td>5</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>5</td>
<td>$20.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>Emergency Lighting Fxt</td>
<td>4</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>4</td>
<td>$35.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>30W Exit Sign</td>
<td>3</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>3</td>
<td>$20.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>Emergency Lighting Fxt</td>
<td>1</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>1</td>
<td>$35.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>400w Metal Halide</td>
<td>24</td>
<td>LED Day-Brite-24L-L-50-UNV</td>
<td>24</td>
<td>$370.00</td>
<td>$8,880.00</td>
</tr>
</tbody>
</table>

**Combined cost for materials**

$14,896.00

**Secondary Switch to be installed**

$750.00

**Installation Fee (Flat Rate)**

$12,356.00

**Total Bid Price for Memorial Park**

$29,000.00

---

**NOTE:** All final approved fixtures will be warranted to be free from defect in material and workmanship from the date of installation for 5 years.
## NORTH MACON PARK

<table>
<thead>
<tr>
<th>Area</th>
<th>Existing Fixture</th>
<th>Qty</th>
<th>Proposed Fixture</th>
<th>Qty</th>
<th>X</th>
<th>Unit Price</th>
<th>=</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bldg. Exterior</td>
<td>400w HPS Pole Mounted Shoe Box</td>
<td>2</td>
<td>100W INDUCTION SHOEBOX FIXTURE</td>
<td>2</td>
<td>X</td>
<td>$225.00</td>
<td>=</td>
<td>$450.00</td>
</tr>
<tr>
<td>Bldg. Exterior</td>
<td>250w HPS Wall Pack</td>
<td>2</td>
<td>2 BRICK LED WALL PACK</td>
<td>4</td>
<td>X</td>
<td>$326.00</td>
<td>=</td>
<td>$1,300.00</td>
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<tr>
<td>Bldg. Interior</td>
<td>2x4, 4 Lamp, F40 T12, Prismatic</td>
<td>48</td>
<td>2x4 Reflector Kit for Troffer, LFL, F32T8, 2L, 32W</td>
<td>48</td>
<td>X</td>
<td>$26.00</td>
<td>=</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>8ft, F40 T12 4 Lamp Strip</td>
<td>4</td>
<td>8' Tandem, Strip Light, LFL, 4L, 4W, 120/277V, F32T8, 4L, 32W</td>
<td>4</td>
<td>X</td>
<td>$65.00</td>
<td>=</td>
<td>$260.00</td>
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<tr>
<td>Bldg. Interior</td>
<td>Inc. Emergency Fixture</td>
<td>2</td>
<td>Exit Sign/Emergency, Incandescent, 120/277V, 2L</td>
<td>2</td>
<td>X</td>
<td>$35.00</td>
<td>=</td>
<td>$70.00</td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>30W Exit Sign</td>
<td>3</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>3</td>
<td>X</td>
<td>$20.00</td>
<td>=</td>
<td>$60.00</td>
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<tr>
<td>Bldg. Interior</td>
<td>4ft, F40 T12 2 Lamp Strip</td>
<td>25</td>
<td>Strip Light, LFL, 120/277V, F32T8, 2L, 32W</td>
<td>25</td>
<td>X</td>
<td>$40.00</td>
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<td>$1,000.00</td>
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<td>Gymnasium</td>
<td>30W Exit Sign</td>
<td>3</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>3</td>
<td>X</td>
<td>$20.00</td>
<td>=</td>
<td>$60.00</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>30W Exit Sign w/Emergency Lights</td>
<td>3</td>
<td>Exit Sign/Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>3</td>
<td>X</td>
<td>$35.00</td>
<td>=</td>
<td>$105.00</td>
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<tr>
<td>Gymnasium</td>
<td>400w Metal Halide</td>
<td>16</td>
<td>LED Day-Brite-24L-L-50-UNV</td>
<td>16</td>
<td>x</td>
<td>$370.00</td>
<td>=</td>
<td>$5,820.00</td>
</tr>
<tr>
<td></td>
<td>Combined cost for materials</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10,425.00</td>
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<tr>
<td></td>
<td>Secondary Switch to be installed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$750.00</td>
</tr>
<tr>
<td></td>
<td>Installation Fee (Flat Rate)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$8,825.00</td>
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<tr>
<td></td>
<td><strong>Total Bid Price for North Macon Park</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td>$120,000.00</td>
</tr>
</tbody>
</table>

**NOTE:** All final approved fixtures will be warranted to be free from defect in material and workmanship from the date of installation for 5 years.
### FREEDOM PARK (BOXING CENTER)

<table>
<thead>
<tr>
<th>Area</th>
<th>Existing Fixture</th>
<th>Qty</th>
<th>Proposed Fixture</th>
<th>Qty</th>
<th>X</th>
<th>Unit Price</th>
<th>=</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bldg. Exterior</td>
<td>150W HPS AREA FLOOD</td>
<td>3</td>
<td>1 BRICK LED WALL PACK</td>
<td>3</td>
<td>X</td>
<td>$ 275.00</td>
<td>=</td>
<td>$ 825.00</td>
</tr>
<tr>
<td>Bldg. Exterior</td>
<td>300W Quartz Halogen</td>
<td>4</td>
<td>1 BRICK LED WALL PACK</td>
<td>4</td>
<td>X</td>
<td>$ 275.00</td>
<td>=</td>
<td>$ 1,100.00</td>
</tr>
<tr>
<td>Bldg. Exterior</td>
<td>250W HPS AREA FLOOD</td>
<td>8</td>
<td>100W INDUCTION AREA FLOOD</td>
<td>8</td>
<td>X</td>
<td>$ 142.00</td>
<td>=</td>
<td>$ 1,136.00</td>
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<tr>
<td>Bldg. Exterior</td>
<td>400W HPS AREA FLOOD</td>
<td>4</td>
<td>1 BRICK LED WALL PACK</td>
<td>4</td>
<td>X</td>
<td>$ 275.00</td>
<td>=</td>
<td>$ 1,100.00</td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>2x4, 4 Lamp, F40 T12 Prismatic</td>
<td>33</td>
<td>2x4 Reflector Kit for Troffer, LFL, F32T8, 2L, 32W</td>
<td>33</td>
<td>X</td>
<td>$ 25.00</td>
<td>=</td>
<td>$ 825.00</td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>4ft, F40 T12 2 Lamp Strip</td>
<td>32</td>
<td>4ft Strip Light, LFL, 120/277V, F32T8, 2L, 32W</td>
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<td>X</td>
<td>$ 40.00</td>
<td>=</td>
<td>$ 1,960.00</td>
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<td>Bldg. Interior</td>
<td>4ft strip lighting in lockerooms</td>
<td>20</td>
<td>8ft Strip Light, LFL, 120/277V, F32T8, 2L, 32W</td>
<td>12</td>
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<td>$ 125.00</td>
<td>=</td>
<td>$ 1,500.00</td>
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<tr>
<td>Bldg. Interior</td>
<td>Shower Lamp Replacement</td>
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<td>New LED Shower Lamp</td>
<td>4</td>
<td>X</td>
<td>$ 15.00</td>
<td>=</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>Bldg. Interior</td>
<td>30W Exit Sign</td>
<td>3</td>
<td>Exit Sign/ Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>3</td>
<td>X</td>
<td>$ 20.00</td>
<td>=</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>30W Exit Sign</td>
<td>3</td>
<td>Exit Sign/ Emergency, LED, 120/277V, 1L, 3.8W</td>
<td>3</td>
<td>X</td>
<td>$ 20.00</td>
<td>=</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>400w Metal Halide</td>
<td>16</td>
<td>LED Day-Brite, 24L-L-50-UNV</td>
<td>24</td>
<td>X</td>
<td>$ 370.00</td>
<td>=</td>
<td>$ 6,880.00</td>
</tr>
<tr>
<td>Install additional switches as described</td>
<td></td>
<td>6</td>
<td></td>
<td>6</td>
<td>X</td>
<td>$ 250.00</td>
<td>=</td>
<td>$ 1,500.00</td>
</tr>
</tbody>
</table>

**Total Bid Price for Freedom Park (Boxing Center)**

|$ 15,994.00 |

**Installation Fee (Flat Rate)**

|$ 38,000.00 |

**REMOTE SWITCH**: Each gymnasium shall have a remote switch installed inside the gymnasium door (similar to the location as seen in the Freedom Park Gymnasium).

- Freedom Park Gymnasium will need to have two (2) new additional switches installed to control the lighting that will be installed above the two (2) boxing rings.
- Freedom Park Restroom/Lockerrooms/Storage Rooms will need to have a total of four (4) new additional switches installed just inside the rooms.

**NOTE**: All final approved fixtures will be warranted to be free from defect in material and workmanship from the date of installation for 5 years.
Attachment "B"
Submission Forms

BIDDER QUALIFICATION FORM

Company Name: Energy + Environment LLC

Address: 2131 Bolton Road NW
Atlanta, GA 30318

When Organized: 1999 Where Incorporated: Georgia

How many years have you engaged in business under the present firm name? 15

Has bidder ever been declared in default on a contract? No

Comments:

Authorized By (typed name): Doug Zweigoron

Authorized Signature: [Signature]

Title: Operations Manager

Date: 03/05/2014

References

Following is a reference list of contracts that are similar to this project:

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retrofit Bibb County Courthouse &amp; various bldgs./2008-2011</td>
<td>Sam Kitchens</td>
<td>478-621-6612</td>
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</tr>
<tr>
<td>Retrofit 35 city bldgs., incl. gym/2012</td>
<td>Cartersville, GA</td>
<td>Tom Quist</td>
<td>770-607-2111</td>
</tr>
<tr>
<td>Replace 1700 high bays, 19 bldgs./2012</td>
<td>Camp Lejeune, NC</td>
<td>Venisa Watkins</td>
<td>228-938-0540</td>
</tr>
<tr>
<td>Retrofit/Replace lighting, multiple bldgs.</td>
<td>Cobb County, GA</td>
<td>Chuck Hunt</td>
<td>770-528-1061</td>
</tr>
</tbody>
</table>
**LIST OF SUB-CONTRACTORS**

I do, __ do not, X, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidder Authorized Signature
**Attachment “B”**
**Submission Forms**

**BIDDER MINORITY PARTICIPATION**

I do, _X_ do not, ____ propose to utilize MBE sub-contractors on some of the work on this project.

I propose to sub-contract work to the following MBE contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>B&amp;S Electric, Atlanta, GA (African American owned)</td>
<td>Purchase product</td>
</tr>
</tbody>
</table>

Bidder Authorized Signature: [Signature]
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $10,200 FROM FY 2014 GENERAL FUND BALANCE TO DISTRICT ATTORNEY TO FUND WITNESS FEES FOR TRIAL.

Purpose: To appropriate funding to from FY 2014 to District Attorney.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of the City and to implement the policies of the governing body.

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

All ordinances or parts thereof in conflict with this provision are hereby repealed.

SO ORDAINED this ______ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: _______________________
Clerk of Commission
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $70,000 FROM FY 2014 SOLID WASTE MANAGEMENT FUND BALANCE TO THE LANDFILL DIVISION TO PAY THE EPD STATE FINE.

Purpose: To appropriate funding from FY 2014 Solid Waste Management Fund Balance to the Landfill Division.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of the City and to implement the policies of the governing body.

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

All ordinances or parts thereof in conflict with this provision are hereby repealed.

SO ORDAINED this _____ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: _____________________________
       Clerk of Commission
A RESOLUTION OF THE MAYOR AND MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO EXECUTE A SUBGRANT AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A" FOR ACCEPTANCE OF A GRANT OF $4,055.00 FROM THE GEORGIA EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE OF VARIOUS KITS, MANUALS, EQUIPMENT, AND SUPPLIES; AND FOR OTHER PURPOSES.

Purpose: To approve an agreement with the Georgia Emergency Management Agency to accept $4,055.00 to purchase CERT kits, manuals, equipment and supplies, for the purpose of citizen preparedness and volunteer efforts.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Subgrant Agreement with the Georgia Emergency Management Agency for acceptance of a grant of $4,055.00 to purchase thirty-six (36) CERT kits, thirty-six (36) CERT manuals, fifty (50) CERT vests, and fifty (50) first aid kits, one (1) moulage supplies, and fifty (50) duct tape for the purpose of citizen preparedness and volunteer efforts, in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this ___ day of ___________, 2014.

__________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: __________________________________
Clerk of the Commission
March 17, 2014

RE: GAN #EMW-2013-SS-00054-S01
Budget Worksheet #3122/SHO13-032
Macon-Bibb County Citizen Corps Program

Honorable Robert Reichert
Mayor
City of Macon
700 Poplar Street
Macon, Georgia 31201

Dear Mayor Reichert:

It my pleasure to award your agency with a Fiscal Year 2013 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency/Homeeland Security (GEMA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $4,055.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). This grant award expires December 31, 2014. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within 14 days of receipt of this letter. A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Michael Parker, Grants Manager, at 404-635-7063. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Micah W. Hamrick
Director
Homeland Security Division

MH/SH
Enclosures
FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT
STATE HOMELAND SECURITY PROGRAM


GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Grantee, has awarded the amount of $4,055.00 to Macon-Bibb County Board of Commissioners, as Subgrantee, in accordance with the Fiscal Year 2013 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHISP).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is Charley English, Authorized Grantee Official. The State has designated Micah Hamrick as the Program Manager of this program. The Subgrantee’s Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee’s Authorized Official is the person whose name appears on page ten (10) of this agreement and whose signature appears on page ten (10) of this agreement.

Purpose: The Subgrantee agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the Budget Worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subgrantee, this Subgrantee Agreement shall terminate. Any remaining funds shall be forfeited by the Subgrantee, and deobligated and reallocated by GEMA/HS.

If a detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

Effective Date: September 1, 2013 to December 31, 2014 Caveat: DHS/FEMA has reserved the right to change the FY13 HSGP grant, including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY13 HSGP award will be passed through to the Subgrantee by GEMA/HS, which will most likely result in a change to an earlier effective end date.

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Any funds remaining after the effective end date shall be forfeited by the Subgrantee, deobligated and reallocated by GEMA/HS.
Exhibits: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:


Exhibit C National Incident Management System (NIMS) Compliance Form

Exhibit D Approved Detailed Budget Worksheet(s)

Exhibit E Payment Request Form

Exhibit F Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable

Exhibit G Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements, OJP Form 4061/6

Exhibit H Financial Status Report (FSR) Reporting Form

Exhibit I Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee

Exhibit J U.S. Department of Homeland Security Homeland Security Grant Program Grant Agreement Articles number EMW-2013-SS-00054-S01, Articles I through XX

Purchases, Reimbursement and Reporting Requirements

1. **Purchasing:** Subgrantee must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. Sec 44 CFR §13.36.

2. **Payment Request Forms:** Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable cancelled checks (or other justifying documentation) will only be made for eligible equipment, materials, expenses and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

3. **State Purchases on behalf of Subgrantee:** GEMA/HS may, with the written consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of local jurisdictions, the Subgrantee must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding or Written Consent for GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.

4. **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due no later than April 30). A copy of the FSR report form is attached as Exhibit H to this agreement.
5. Biannual Strategy Implementation Reports (BSIR): The Subgrantee shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA/HS’s request and direction to assist GEMA/HS in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.

6. Grant Closeout Report: Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final FSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

Monitoring and Audits

The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, monitors, auditors or representatives shall have access to any and all grant related items, including electronic databases and records, systems, books, documents, papers, property and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority federal or state law. Monitoring and audits may be accomplished through either desk-based reviews, on-site visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, purchases, expenditures and other grant-related activities and records.

Laws, Regulations, Financial and Administrative Requirements and Program Guidance

Financial and Administrative Requirements: The Subgrantee shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at www.gpoaccess.gov/ecfr/ and circulars at http://www.whitehouse.gov/omb/circulars/.

A. Administrative Requirements

1) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (OMB Circular A-102)
2) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1) 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2) 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4) 48 CFR 31.2, Federal Acquisition Regulations (FAR) Contract Cost Principles with Commercial Organizations

C. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

1) Subgrantees that expend $500,000 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office’s (GAO’s) Government
Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and with the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133/a133.html. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient’s fiscal year.

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

3) If required to submit an audit report under the requirements of OMB Circular A-133, Subgrantee shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. Subgrantee shall immediately notify GEMA/HS in writing directed to the Grants Manager at any future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Office of Management and Budget (OMB) Circular A-87 Inventory Requirements:

The Subgrantee agrees to comply with the requirements of OMB Circular A-87 and specifically, without limitation, agrees to comply with the requirement to take physical inventories of any equipment received through this subgrant at least once every two years.

E. Data Universal Numbering System (DUNS) Number Requirement:

No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subgrantee.

Accounting System

The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subgrantee is managing federal and state financial assistance programs in compliance with the all applicable laws and regulations.

Retention and Maintenance of Records

Subgrantee shall comply with federal and state requirements in retaining and maintaining records pertinent to the subgrant award. Refer to relevant CFR and OMB sections for required retention periods. All such records must be retained by the Subgrantee for a minimum of three years from the date of the final expenditure report submitted by GEMA/HS to DHS to close out the State of Georgia’s 2013 HSGP grant.

Withholding and Repayment of Funds

In addition to any other remedies provided by law or the terms of this agreement, if the Subgrantee fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subgrantee for any funds paid by the State or that the State is responsible to pay on behalf of the Subgrantee for which GEMA/HS is unable to receive payment or required to repay due to the Subgrantee’s failure to: cooperate in providing the required documentation showing receipt of the goods or services, timely completing and returning to GEMA/HS the Acknowledgment Form attached
as Exhibit I, timely purchasing of equipment, timely submitting request for reimbursement with complete supporting documents (Exhibit E), or other failure.

National Initiatives

A. Subgrantee agrees to comply with all applicable terms and conditions of the FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) (Exhibit B), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to FOA, page 17, “NIMS Implementation section.” Other NIMS resources are at the following locations:

http://www.fema.gov/resource-management

B. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee’s assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA/HS along with the original signed Grantee-Subgrantee Agreement.

C. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

D. Subgrantee agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at http://hseep.dhs.gov.

1) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

2) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at https://www.hseep.dhs.gov/ and must be preapproved by the GEMA/HS Exercise Program Manager.

3) Subgrantee must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the FY13 HSGP DHS/FEMA FOA (Exhibit B).

4) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at http://www.fema.gov/national-incident-management-system.

E. Subgrantee agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA). Subgrantee will provide information to GEMA/HS upon request and provide access to records

Federal Funding Accountability and Transparency Act (FFATA)

A. All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. Subgrantee is responsible for providing any information requested by GEMA/HS to complete the required report.

B. Unless exempt, Subgrantee shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

- 5 -
1. In Subgrantee’s preceding fiscal year, Subgrantee received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.


Special Conditions

1. The Subgrantee agrees to use all grant funding awarded from the Fiscal Year 2013 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the State Strategic Plan and All-Hazards Preparedness, including goals and objectives, and any Urban Areas Security Initiative strategies.

2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 HSGP DHS/FEMA FOA (Exhibit B), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2013 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

4. The Subgrantee agrees to comply with the FY2013 Homeland Security Grant Program Agreement Articles Sections II through XX, attached to this agreement as Exhibit J. References in the exhibit to “recipient” apply to the Subgrantee’s requirements as subrecipient.

5. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA/HS’s Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as GEMA/HS determines needed. Subgrantee shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.

6. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD) agrees to comply with the following:

   (a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.

   (b) Each local EOD and EOD K-9 team shall contact the GBI by telephone immediately whenever responding outside of its jurisdiction.

   (c) Each EOD and EOD K-9 team shall participate in the Georgia Explosives Response and Reporting Network (GERRN) as requested and to the extent requested by GEMA/HS, Georgia Bureau of Investigation (GBI) and/or other agency(ies) designated by GEMA/HS. Once activated, use of the GERRN may supersede conditions (a) and (b).

   (d) Each EOD K9 team must certify annually that the team at all times utilizes the standards approved by the Improvised Explosive Device (IED) Working Group/Committee.
7. Subgrantee will continuously maintain up-to-date data for its current resources in the Resource Database which can be accessed on the Web at https://rdb.gema.ga.gov.

8. Non-Supplanting Requirement: The Subgrantee agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or grantees may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds will be used to supplement, but not supplant, state or local funds for the same purposes.

9. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or requests for information or data collection, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

10. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in federal and state laws and regulations.

11. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in the Financial Guide (Exhibit A).

12. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

13. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

14. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA/HS shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may also withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

15. The Subgrantee understands and agrees that for any copyrightable work based on or containing data first produced under grant funding, the Subgrantee grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship (including grant award number) to any work first produced under this grant award.

16. (a) Subgrantee shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of
facilities and shall coordinate with FEMA, through GEMA/HS, regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

(b) Subgrantee shall provide any information requested by GEMA/HS or by FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities may occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA through GEMA/HS and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

(c) Subgrantee shall not undertake any project to which the National Environmental Policy Act (NEPA) requirements are applicable without obtaining written approval by FEMA, through GEMA/HS, prior to use of any HSGP funds for construction or renovation, including without limitation, security equipment and certain non-construction projects. Subgrantee shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities that have been initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

(d) For more information about FEMA’s EHP requirements, Subgrantee should refer to the DHS/FEMA FOA (Exhibit B) and FEMA’s Information Bulletins 329, 345, 356, and 371, available on the internet at http://www.fema.gov/grants/grant-programs-directorate-information-bulletins.

17. Subgrantee agrees to cooperate with GEMA/HS in assuring that any training funded through HSGP funding is reported through the training Information Reporting System (“Web-Forms”) located on the web at https://www.firstrespondertraining.gov/admin/main.jsp.

18. Subgrantee agrees that funds from the FY 2013 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA FOA (Exhibit B), pages 40-43 in particular, and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

(a) Use such funds to:

   (1) Support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global’s Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located on the Web at http://www.it.ojp.gov/documents/baselinecapabilities.pdf.

   (2) Support achievement of baseline levels of capability as defined in the fusion capability planning tool.

   (3) Achievement of baseline levels of capability as defined in the fusion capability planning tool.

(b) Provide GEMA/HS with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the two-year federal funding period or the termination of the Subgrantee Agreement, whichever occurs first.

(c) Provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global’s Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States, as required under the DHS/FEMA FOA (Exhibit B) and Information Bulletin 288.
19. All Subgrantees leveraging FY 2013 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.

20. Any subgrantee receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV-related costs, agrees to comply with the following requirements:

(a) Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS-sponsored MCV exercise annually and at least one GEMA/HS-sponsored statewide MCV exercise biennially. Any agency who cannot meet the compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS to be excused from the requirement, providing a reasonable justification for failing to comply with the requirement.

(b) Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

21. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

22. The Subgrantee understands that any public contracts and subcontracts that are funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program.

Changes to Agreement

Subgrantee understands and agrees that, in addition to the provisions in the “Termination” section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS make changes to the FY13 HSGP grant awarded to GEMA/HS, such as changes to reduce the length of the performance period, grant end date, or terms and conditions. Other than termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

Termination

This agreement may be terminated for any or all of the following reasons:

1. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

2. 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 must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.

3. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements
entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS as of that moment. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY

By: ________________________________

Printed or Typed Name and Title of Signator, GEMA/HS

Signature Date

NAME OF SUBGRANTEE

By: ________________________________

Printed or Typed Name and Title of Signator, Highest Official of Subgrantee’s Jurisdiction

Signature Date
**GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY**
**FY2013 DHS HSGP, State Homeland Security Program (SHSP) (SHADeD AREAS ARE FOR GEMA USE ONLY)**

**DETAILED BUDGET WORKSHEET**

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**CONTRACT SEND TO**
**NAME/TITLE: Robert Reichert Mayor**
| ADDRESS: 700 Poplar Street Macon, GA 31201 | PHONE: 478-751-7170 | EMAIL: contact@maconbibb.us |

**PROGRAM CONTACT**
**NAME/TITLE: Rodney G Roberson/Deputy Director**
| ADDRESS: P.O. Box 246/700 Poplar Street 31201 Macon, GA | PHONE: 478-832-6300 | EMAIL: rroberson@maconbibb.us |


**Investment Justification = CCP** Specify on this line the Investment Justification associated with the project to be funded. One per application.


**Discipline = EMA** Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other

**NOTE:** Only ONE discipline per application

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**GEMA/HS Program Manager: Judy Gourley**
**Program: CCP**
**Prepared By: Rodney Roberson**
**Title: Deputy Director**

**TOTAL** $4,055.00
A RESOLUTION OF THE MAYOR AND MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO EXECUTE A SUBGRANT AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A" FOR ACCEPTANCE OF A GRANT OF $52,240.00 FROM THE GEORGIA EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE OF ONE LAW ENFORCEMENT RESPONSE VEHICLE; AND FOR OTHER PURPOSES.

Purpose: To approve an agreement with the Georgia Emergency Management Agency to accept $52,240.00 to purchase one law enforcement response vehicle for the purpose of sustaining, maintaining and enhancing public safety response team’s equipment.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Subgrant Agreement with the Georgia Emergency Management Agency for acceptance of a grant of $52,240.00 to purchase one Response Vehicle Model 12VE-00-MISS for law enforcement purposes, in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this ___ day of ____________, 2014.

_________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: __________________________
Clerk of the Commission
March 14, 2014

RE: GAN #EMW-2013-SS-00054-S01
Budget Worksheet #3144/SHO13-008
Macon Police Department

Honorable Robert Reichert
Mayor
City of Macon
Post Office Box 247
Macon, Georgia 31202-0247

Dear Mayor Reichert:

It is my pleasure to award your agency with a Fiscal Year 2013 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency/Home Security (GEMA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $52,240.00. You may not exceed in either quantity or total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). This grant award expires December 31, 2014. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within 14 days of receipt of this letter. A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Michael Parker, Grants Manager, at 404-635-7063. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Micah W. Hamrick
Director
Homeland Security Division

MH/SH
Enclosures
FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT
STATE HOMELAND SECURITY PROGRAM


GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Grantee, has awarded the amount of $52,240.00 to Macon-Bibb County, as Subgrantee, in accordance with the Fiscal Year 2013 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is Charley English, Authorized Grantee Official. The State has designated Micah Hamrick as the Program Manager of this program. The Subgrantee’s Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee’s Authorized Official is the person whose name appears on page ten (10) of this agreement and whose signature appears on page ten (10) of this agreement.

Purpose: The Subgrantee agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the Budget Worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subgrantee, this Subgrantee Agreement shall terminate. Any remaining funds shall be forfeited by the Subgrantee, and deobligated and reallocated by GEMA/HS.

If a detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

Effective Date: September 1, 2013 to December 31, 2014 Caveat: DHS/FEMA has reserved the right to change the FY13 HSGP grant, including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY13 HSGP award will be passed through to the Subgrantee by GEMA/HS, which will most likely result in a change to an earlier effective end date.

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Any funds remaining after the effective end date shall be forfeited by the Subgrantee, deobligated and reallocated by GEMA/HS.
Exhibits: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:


Exhibit C  National Incident Management System (NIMS) Compliance Form

Exhibit D  Approved Detailed Budget Worksheet(s)

Exhibit E  Payment Request Form

Exhibit F  Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable

Exhibit G  Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements, OJP Form 4061/6

Exhibit H  Financial Status Report (FSR) Reporting Form

Exhibit I  Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee

Exhibit J  U.S. Department of Homeland Security Homeland Security Grant Program Grant Agreement Articles number EMW-2013-SS-00054-S01, Articles I through XX

Purchases, Reimbursement and Reporting Requirements

1. **Purchasing:** Subgrantee must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. See 44 CFR §13.36.

2. **Payment Request Forms:** Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable cancelled checks (or other justifying documentation) will only be made for eligible equipment, materials, expenses and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

3. **State Purchases on behalf of Subgrantee:** GEMA/HS may, with the written consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of local jurisdictions, the Subgrantee must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding or Written Consent for GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.

4. **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due no later than April 30). A copy of the FSR report form is attached as Exhibit H to this agreement.
5. Biannual Strategy Implementation Reports (BSIR): The Subgrantee shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA/HS’s request and direction to assist GEMA/HS in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.

6. Grant Closeout Report: Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final FSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

Monitoring and Audits

The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, monitors, auditors or representatives shall have access to any and all grant related items, including electronic databases and records, systems, books, documents, papers, property and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority federal or state law. Monitoring and audits may be accomplished through either desk-based reviews, on-site visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, purchases, expenditures and other grant-related activities and records.

Laws, Regulations, Financial and Administrative Requirements and Program Guidance

Financial and Administrative Requirements: The Subgrantee shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at www.gpoaccess.gov/ecfr/ and circulars at http://www.whitehouse.gov/omb/circulars/.

A. Administrative Requirements

1) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (OMB Circular A-102)
2) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1) 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2) 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4) 48 CFR 31.2, Federal Acquisition Regulations (FAR) Contract Cost Principles with Commercial Organizations

C. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

1) Subgrantees that expend $500,000 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office’s (GAO’s) Government
Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and with the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133/a133.html. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient’s fiscal year.

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

3) If required to submit an audit report under the requirements of OMB Circular A-133, Subgrantee shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. Subgrantee shall immediately notify GEMA/HS in writing directed to the Grants Manager at any future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Office of Management and Budget (OMB) Circular A-87 Inventory Requirements:

The Subgrantee agrees to comply with the requirements of OMB Circular A-87 and specifically, without limitation, agrees to comply with the requirement to take physical inventories of any equipment received through this subgrant at least once every two years.

E. Data Universal Numbering System (DUNS) Number Requirement:

No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subgrantee.

Accounting System

The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subgrantee is managing federal and state financial assistance programs in compliance with the all applicable laws and regulations.

Retention and Maintenance of Records

Subgrantee shall comply with federal and state requirements in retaining and maintaining records pertinent to the subgrant award. Refer to relevant CFR and OMB sections for required retention periods. All such records must be retained by the Subgrantee for a minimum of three years from the date of the final expenditure report submitted by GEMA/HS to DHS to close out the State of Georgia’s 2013 HSGP grant.

Withholding and Repayment of Funds

In addition to any other remedies provided by law or the terms of this agreement, if the Subgrantee fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subgrantee for any funds paid by the State or that the State is responsible to pay on behalf of the Subgrantee for which GEMA/HS is unable to receive payment or required to repay due to the Subgrantee’s failure to: cooperate in providing the required documentation showing receipt of the goods or services, timely completing and returning to GEMA/HS the Acknowledgment Form attached
as Exhibit I, timely purchasing of equipment, timely submitting request for reimbursement with complete supporting documents (Exhibit E), or other failure.

National Initiatives

A. Subgrantee agrees to comply with all applicable terms and conditions of the FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) (Exhibit B), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to FOA, page 17, “NIMS Implementation section.” Other NIMS resources are at the following locations:

http://www.fema.gov/resource-management

B. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee’s assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA/HS along with the original signed Grantee-Subgrantee Agreement.

C. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

D. Subgrantee agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at http://hseep.dhs.gov.

1) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

2) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at https://www.hseep.dhs.gov/ and must be preapproved by the GEMA/HS Exercise Program Manager.

3) Subgrantee must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the FY13 HSGP DHS/FEMA FOA (Exhibit B).

4) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at http://www.fema.gov/national-incident-management-system.

E. Subgrantee agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA). Subgrantee will provide information to GEMA/HS upon request and provide access to records

Federal Funding Accountability and Transparency Act (FFATA)

A. All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. Subgrantee is responsible for providing any information requested by GEMA/HS to complete the required report.

B. Unless exempt, Subgrantee shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
1) In Subgrantee’s preceding fiscal year, Subgrantee received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.


Special Conditions

1. The Subgrantee agrees to use all grant funding awarded from the Fiscal Year 2013 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the State Strategic Plan and All-Hazards Preparedness, including goals and objectives, and any Urban Areas Security Initiative strategies.

2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 HSGP DHS/FEMA FOA (Exhibit B), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2013 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

4. The Subgrantee agrees to comply with the FY2013 Homeland Security Grant Program Agreement Articles Sections II through XX, attached to this agreement as Exhibit J. References in the exhibit to “recipient” apply to the Subgrantee’s requirements as subrecipient.

5. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA/HS’s Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as GEMA/HS determines needed. Subgrantee shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.

6. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD) agrees to comply with the following:

   (a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.

   (b) Each local EOD and EOD K-9 team shall contact the GBI by telephone immediately whenever responding outside of its jurisdiction.

   (c) Each EOD and EOD K-9 team shall participate in the Georgia Explosives Response and Reporting Network (GERRN) as requested and to the extent requested by GEMA/HS, Georgia Bureau of Investigation (GBI) and/or other agency(ies) designated by GEMA/HS. Once activated, use of the GERRN may supersede conditions (a) and (b).

   (d) Each EOD K9 team must certify annually that the team at all times utilizes the standards approved by the Improvised Explosive Device (IED) Working Group/Committee.
7. Subgrantee will continuously maintain up-to-date data for its current resources in the Resource Database which can be accessed on the Web at https://rdb.gema.ga.gov.

8. Non-Supplanting Requirement: The Subgrantee agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or grantees may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds will be used to supplement, but not supplant, state or local funds for the same purposes.

9. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or requests for information or data collection, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

10. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in federal and state laws and regulations.

11. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in the Financial Guide (Exhibit A).

12. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

13. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

14. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA/HS shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may also withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

15. The Subgrantee understands and agrees that for any copyrightable work based on or containing data first produced under grant funding, the Subgrantee grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrightable works. Subgrantee shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship (including grant award number) to any work first produced under this grant award.

16. (a) Subgrantee shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of
facilities and shall coordinate with FEMA, through GEMA/HS, regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

(b) Subgrantee shall provide any information requested by GEMA/HS or by FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities may occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA through GEMA/HS and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

(c) Subgrantee shall not undertake any project to which the National Environmental Policy Act (NEPA) requirements are applicable without obtaining written approval by FEMA, through GEMA/HS, prior to use of any HSGP funds for construction or renovation, including without limitation, security equipment and certain non-construction projects. Subgrantee shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities that have been initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

(d) For more information about FEMA’s EHP requirements, Subgrantee should refer to the DHS/FEMA FOA (Exhibit B) and FEMA’s Information Bulletins 329, 345, 356, and 371, available on the internet at http://www.fema.gov/grants/grant-programs-directorate-information-bulletins.

17. Subgrantee agrees to cooperate with GEMA/HS in assuring that any training funded through HSGP funding is reported through the training Information Reporting System (“Web-Forms”) located on the web at https://www.firstrespondertraining.gov/admin/main.jsp.

18. Subgrantee agrees that funds from the FY 2013 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/TEMA FOA (Exhibit B), pages 40-43 in particular, and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

(a) Use such funds to:

(1) Support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global’s Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located on the Web at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf.

(2) Support achievement of baseline levels of capability as defined in the fusion capability planning tool.

(3) Achievement of baseline levels of capability as defined in the fusion capability planning tool.

(b) Provide GEMA/HS with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the two-year federal funding period or the termination of the Subgrantee Agreement, whichever occurs first.

(c) Provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global’s Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States, as required under the DHS/FEMA FOA (Exhibit B) and Information Bulletin 288.
19. All Subgrantees leveraging FY 2013 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.

20. Any subgrantee receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV-related costs, agrees to comply with the following requirements:

(a) Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS-sponsored MCV exercise annually and at least one GEMA/HS-sponsored statewide MCV exercise biennially. Any agency who cannot meet the compliance requirement due to unforeseen event in any year must request approval from GEMA/HS to be excused from the requirement, providing a reasonable justification for failing to comply with the requirement.

(b) Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

21. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

22. The Subgrantee understands that any public contracts and subcontracts that are funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program.

Changes to Agreement

Subgrantee understands and agrees that, in addition to the provisions in the “Termination” section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS make changes to the FY13 HSGP grant awarded to GEMA/HS, such as changes to reduce the length of the performance period, grant end date, or terms and conditions. Other than termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

Termination

This agreement may be terminated for any or all of the following reasons:

1. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

2. 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 must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.

3. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements
entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS as of that moment. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY

By: __________________________

Printed or Typed Name and Title of Signator, GEMA/HS

Signature Date

NAME OF SUBGRANTEE

By: __________________________

Printed or Typed Name and Title of Signator, Highest Official of Subgrantee’s Jurisdiction

Signature Date
**GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY**  
**FY2013 DHS HSP, State Homeland Security Program (SHSP)**  
**SHARED AREAS ARE FOR GEMA USE ONLY**

**DETAILED BUDGET WORKSHEET**

<table>
<thead>
<tr>
<th>DATE BW SUBMITTED:</th>
<th>SUBGRANTEE (Agency/Jurisdiction):</th>
<th>FEDERAL ID #: 58-6900804</th>
<th>COUNTY:</th>
<th>AREA:</th>
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<tbody>
<tr>
<td></td>
<td>Bibb County Sheriff's Office / Macon-Bibb County</td>
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<th>CONTRACT SEND TO</th>
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<th>EMAIL:</th>
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<tr>
<td>NAME/TITLE:</td>
<td>601 Mulberry Street, Macon, GA 31201</td>
<td>478-621-6400</td>
<td><a href="mailto:mayor@macon.ga.us">mayor@macon.ga.us</a></td>
</tr>
<tr>
<td>Robert Reichert / Mayor</td>
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<tr>
<th>PROGRAM CONTACT</th>
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<th>EMAIL:</th>
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<tbody>
<tr>
<td>NAME/TITLE:</td>
<td>668 Oglethorpe Street, Macon, GA 31201</td>
<td>478-447-4534</td>
<td><a href="mailto:wcollins@mpd.macon.ga.us">wcollins@mpd.macon.ga.us</a></td>
</tr>
<tr>
<td>Wilton Collins / Bibb County Sheriff's Office</td>
<td></td>
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</tbody>
</table>

**Category - Indicate below, must be one of the following:**  

**Discipline = LE Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other**  
**NOTE: Only ONE discipline per application**

**COST ESTIMATE**

<table>
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<tr>
<th>ITEM NO</th>
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<th>ITEM</th>
<th>Quantity</th>
<th>Cost Each</th>
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**TOTAL**  
$52,240.00
A RESOLUTION OF THE MAYOR AND MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO EXECUTE A SUBGRANT AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A” FOR ACCEPTANCE OF A GRANT OF $3,000.00 FROM THE GEORGIA EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE OF VARIOUS GOODS AND SERVICES FOR K-9 UNIT; AND FOR OTHER PURPOSES.

Purpose: To approve an agreement with the Georgia Emergency Management Agency to accept $3,000.00 to purchase K-9 food, vet care, treats, toys, medicine and PPE ensemble for K-9 handler, for the purpose of sustaining, maintaining and enhancing public safety.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Subgrant Agreement with the Georgia Emergency Management Agency for acceptance of a grant of $3,000.00 to purchase ten (10) Food for EOD K-9, one (1) vet care for EOD K-9, one (1) PPE Ensemble for K-9 Handler, and one (1) Treats, Toys, Medicine for K-9 for the purpose of sustaining, maintaining, and enhancing public safety, in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this ____ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
Clerk of the Commission
March 14, 2014

RE: GAN #EMW-2013-SS-00054-S01
    Budget Worksheet #3102/SRO13-046
    Bibb County Sheriff's Office

Honorable Robert Reichert
Mayor
City of Macon
Post Office Box 247
Macon, Georgia 31202-0247

Dear Mayor Reichert:

It is my pleasure to award your agency with a Fiscal Year 2013 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency/Homeland Security (GEMA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $3,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). This grant award expires April 30, 2015. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within 14 days of receipt of this letter. A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Michael Parker, Grants Manager, at 404-635-7063. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

[Signature]

Micah W. Hamrick
Director
Homeland Security Division

MH/MS
Enclosures
FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT
STATE HOMELAND SECURITY PROGRAM


GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Grantee, has awarded the amount of $3,000.00 to Macon-Bibb County, as Subgrantee, in accordance with the Fiscal Year 2013 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is Charley English, Authorized Grantee Official. The State has designated Micah Hamrick as the Program Manager of this program. The Subgrantee’s Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee’s Authorized Official is the person whose name appears on page ten (10) of this agreement and whose signature appears on page ten (10) of this agreement.

Purpose: The Subgrantee agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the Budget Worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subgrantee, this Subgrant Agreement shall terminate. Any remaining funds shall be forfeited by the Subgrantee, and deobligated and reallocated by GEMA/HS.

If a detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

Effective Date: September 1, 2013 to April 30, 2015 Caveat: DHS/FEMA has reserved the right to change the FY13 HSGP grant, including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY13 HSGP award will be passed through to the Subgrantee by GEMA/HS, which will most likely result in a change to an earlier effective end date.

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Any funds remaining after the effective end date shall be forfeited by the Subgrantee, deobligated and reallocated by GEMA/HS.
Exhibits: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:


Exhibit C National Incident Management System (NIMS) Compliance Form

Exhibit D Approved Detailed Budget Worksheet(s)

Exhibit E Payment Request Form

Exhibit F Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable

Exhibit G Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements, OJP Form 4061/6

Exhibit H Financial Status Report (FSR) Reporting Form

Exhibit I Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee

Exhibit J U.S. Department of Homeland Security Homeland Security Grant Program Grant Agreement Articles number EMW-2013-SS-00054-S01, Articles I through XX

Purchases, Reimbursement and Reporting Requirements

1. **Purchasing:** Subgrantee must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. See 44 CFR §13.36.

2. **Payment Request Forms:** Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable cancelled checks (or other justifying documentation) will only be made for eligible equipment, materials, expenses and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

3. **State Purchases on behalf of Subgrantee:** GEMA/HS may, with the written consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of local jurisdictions, the Subgrantee must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding or Written Consent for GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.

4. **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e., for the quarter ending March 31, FSR is due no later than April 30). A copy of the FSR report form is attached as Exhibit H to this agreement.
5. **Biannual Strategy Implementation Reports (BSIR):** The Subgrantee shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA/HS's request and direction to assist GEMA/HS in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.

6. **Grant Closeout Report:** Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final PSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

**Monitoring and Audits**

The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, monitors, auditors or representatives shall have access to any and all grant related items, including electronic databases and records, systems, books, documents, papers, property and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority federal or state law. Monitoring and audits may be accomplished through either desk-based reviews, on-site visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, purchases, expenditures and other grant-related activities and records.

**Laws, Regulations, Financial and Administrative Requirements and Program Guidance**

**Financial and Administrative Requirements:** The Subgrantee shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at www.gpoaccess.gov/ecfr/ and circulars at http://www.whitehouse.gov/omb/circulars/.

**A. Administrative Requirements**

1) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (OMB Circular A-102)

2) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

**B. Cost Principles**

1) 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2) 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4) 48 CFR 31.2, Federal Acquisition Regulations (FAR) Contract Cost Principles with Commercial Organizations

**C. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations**

The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

1) Subgrantees that expend $500,000 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Accountability Office (GAO) guidelines.
Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and with the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133/a133.html. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient’s fiscal year.

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

3) If required to submit an audit report under the requirements of OMB Circular A-133, Subgrantee shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. Subgrantee shall immediately notify GEMA/HS in writing directed to the Grants Manager at any future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Office of Management and Budget (OMB) Circular A-87 Inventory Requirements:

The Subgrantee agrees to comply with the requirements of OMB Circular A-87 and specifically, without limitation, agrees to comply with the requirement to take physical inventories of any equipment received through this subgrant at least once every two years.

E. Data Universal Numbering System (DUNS) Number Requirement:

No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subgrantee.

Accounting System

The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subgrantee is managing federal and state financial assistance programs in compliance with the all applicable laws and regulations.

Retention and Maintenance of Records

Subgrantee shall comply with federal and state requirements in retaining and maintaining records pertinent to the subgrant award. Refer to relevant CFR and OMB sections for required retention periods. All such records must be retained by the Subgrantee for a minimum of three years from the date of the final expenditure report submitted by GEMA/HS to DHS to close out the State of Georgia’s 2013 HSGP grant.

Withholding and Repayment of Funds

In addition to any other remedies provided by law or the terms of this agreement, if the Subgrantee fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subgrantee for any funds paid by the State or that the State is responsible to pay on behalf of the Subgrantee for which GEMA/HS is unable to receive payment or required to repay due to the Subgrantee’s failure to: cooperate in providing the required documentation showing receipt of the goods or services, timely completing and returning to GEMA/HS the Acknowledgment Form attached.
as Exhibit I, timely purchasing of equipment, timely submitting request for reimbursement with complete supporting documents (Exhibit B), or other failure.

**National Initiatives**

A. Subgrantee agrees to comply with all applicable terms and conditions of the FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) (Exhibit B), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to FOA, page 17, “NIMS Implementation section.” Other NIMS resources are at the following locations:

http://www.fema.gov/resource-management


B. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee’s assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA/HS along with the original signed Grantee-Subgrantee Agreement.

C. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

D. Subgrantee agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at http://hseep.dhs.gov.

1) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

2) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at https://www.hseep.dhs.gov/ and must be preapproved by the GEMA/HS Exercise Program Manager.

3) Subgrantee must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the FY13 HSGP DHS/FEMA FOA (Exhibit B).

4) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at http://www.fema.gov/national-incident-management-system.

E. Subgrantee agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA). Subgrantee will provide information to GEMA/HS upon request and provide access to records

**Federal Funding Accountability and Transparency Act (FFATA)**

A. All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. Subgrantee is responsible for providing any information requested by GEMA/HS to complete the required report.

B. Unless exempt, Subgrantee shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
1) In Subgrantee’s preceding fiscal year, Subgrantee received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.


Special Conditions

1. The Subgrantee agrees to use all grant funding awarded from the Fiscal Year 2013 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the State Strategic Plan and All-Hazards Preparedness, including goals and objectives, and any Urban Areas Security Initiative strategies.

2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 HSGP DHS/FEMA POA (Exhibit B), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2013 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

4. The Subgrantee agrees to comply with the FY2013 Homeland Security Grant Program Agreement Articles Sections II through XX, attached to this agreement as Exhibit J. References in the exhibit to “recipient” apply to the Subgrantee’s requirements as subrecipient.

5. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA/HS’s Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as GEMA/HS determines needed. Subgrantee shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.

6. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD) agrees to comply with the following:

   a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.

   b) Each local EOD and EOD K-9 team shall contact the GBI by telephone immediately whenever responding outside of its jurisdiction.

   c) Each EOD and EOD K-9 team shall participate in the Georgia Explosives Response and Reporting Network (GERRN) as requested and to the extent requested by GEMA/HS, Georgia Bureau of Investigation (GBI) and/or other agency(ies) designated by GEMA/HS. Once activated, use of the GERRN may supersede conditions (a) and (b).

   d) Each EOD K9 team must certify annually that the team at all times utilizes the standards approved by the Improvised Explosive Device (IED) Working Group/Committee.
7. Subgrantee will continuously maintain up-to-date data for its current resources in the Resource Database which can be accessed on the Web at https://rdb.gema.ga.gov.

8. Non-Supplanting Requirement: The Subgrantee agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or grantees may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds will be used to supplement, but not supplant, state or local funds for the same purposes.

9. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or requests for information or data collection, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

10. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in federal and state laws and regulations.

11. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in the Financial Guide (Exhibit A).

12. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

13. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

14. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA/HS shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may also withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

15. The Subgrantee understands and agrees that for any copyrightable work based on or containing data first produced under grant funding, the Subgrantee grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship (including grant award number) to any work first produced under this grant award.

16. (a) Subgrantee shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of
facilities and shall coordinate with FEMA, through GEMA/HS, regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

(b) Subgrantee shall provide any information requested by GEMA/HS or by FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities may occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA through GEMA/HS and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

(c) Subgrantee shall not undertake any project to which the National Environmental Policy Act (NEPA) requirements are applicable without obtaining written approval by FEMA, through GEMA/HS, prior to use of any HSGP funds for construction or renovation, including without limitation, security equipment and certain non-construction projects. Subgrantee shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities that have been initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

(d) For more information about FEMA’s EHP requirements, Subgrantee should refer to the DHS/FEMA FOA (Exhibit B) and FEMA’s Information Bulletins 329, 345, 356, and 371, available on the internet at http://www.fema.gov/grants/grant-programs-directorate-information-bulletins.

17. Subgrantee agrees to cooperate with GEMA/HS in assuring that any training funded through HSGP funding is reported through the training Information Reporting System ("Web-Forms") located on the web at https://www.firstrespondertraining.gov/admin/main.jsp.

18. Subgrantee agrees that funds from the FY 2013 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA FOA (Exhibit B), pages 40-43 in particular, and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

(a) Use such funds to:

(1) Support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global’s Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located on the Web at http://www.it.ojp.gov/documents/baselinecapabilities.pdf.

(2) Support achievement of baseline levels of capability as defined in the fusion capability planning tool.

(3) Achievement of baseline levels of capability as defined in the fusion capability planning tool.

(b) Provide GEMA/HS with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the two-year federal funding period or the termination of the Subgrantee Agreement, whichever occurs first.

(c) Provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global’s Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States, as required under the DHS/FEMA FOA (Exhibit B) and Information Bulletin 288.
19. All Subgrantees leveraging FY 2013 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.

20. Any subgrantee receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV-related costs, agrees to comply with the following requirements:

(a) Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS-sponsored MCV exercise annually and at least one GEMA/HS-sponsored statewide MCV exercise biennially. Any agency who cannot meet the compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS to be excused from the requirement, providing a reasonable justification for failing to comply with the requirement.

(b) Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

21. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

22. The Subgrantee understands that any public contracts and subcontracts that are funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program.

Changes to Agreement

Subgrantee understands and agrees that, in addition to the provisions in the “Termination” section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS make changes to the FY13 HSGP grant awarded to GEMA/HS, such as changes to reduce the length of the performance period, grant end date, or terms and conditions. Other than termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

Termination

This agreement may be terminated for any or all of the following reasons:

1. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

2. 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 must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.

3. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements
entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS as of that moment. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY

By: __________________________________________

Printed or Typed Name and Title of Signator, GEMA/HS

Signature Date

NAME OF SUBGRANTEE

By: __________________________________________

Printed or Typed Name and Title of Signator, Highest Official of Subgrantee’s Jurisdiction

Signature Date
EXHIBIT C
## Detailed Budget Worksheet

**Date Bw Submitted:**

**Subgrantee (Agency/Jurisdiction):** Bibb County Sheriff's Office

**Federal ID #:** 58-6001728

**County:** Bibb

**Area:** 4

**Contract Send To Name/Title:** Mayor Robert Reichert

**Address:** 682 Cherry Street, Suite 200 Macon, Georgia 31201

**Phone:** 478-803-2300

**Email:** rreichert@macon.ga.us

**Program Contact Name/Title:** Lt. WR Collins

**Address:** 1166 Jackson Street Macon, Georgia 31202

**Phone:** 478-447-4534

**Email:** wcollins@mpd.macon.ga.us

Category - Indicate below, must be one of the following:


**Discipline =** Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other

**Note:** Only ONE discipline per application

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**Total Cost: $3,000.00**
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AND RESTATTED INDEPENDENT CONTRACTOR AGREEMENT WITH RUMCREEK ENTERPRISES, LLC FOR SPLOST CONSULTING PROJECT MANAGEMENT SERVICES ON ALL CITY OF MACON AND BIBB COUNTY SPLOST PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, Satilla Investments, LLC and the City of Macon are presently parties to an Independent Contractor Agreement dated September 1, 2012, (the “Original Project Management Agreement”), concerning Satilla Investments, LLC providing consulting project management services related to the Second Street SPLOST project at a cost of seventy-five thousand dollars ($75,000.00) per year;

WHEREAS, the Second Street project is a SPLOST project of the City of Macon;

WHEREAS, the City of Macon and Bibb County have consolidated to form the new Macon-Bibb County government;

WHEREAS, the City of Macon and Bibb County have previously utilized different firms to provide consulting project management services related to their respective SPLOST projects;

WHEREAS, Clay Murphey is the managing member of both Satilla Investments, LLC and Rumcreek Enterprises, LLC;

WHEREAS, Satilla Investments, LLC desires to assign its interests under the Original Project Management Agreement to Rumcreek Enterprises, LLC;

WHEREAS, Rumcreek Enterprises, LLC has agreed to provide consulting project management services at an additional cost of fifty thousand dollars ($50,000.00) for all SPLOST projects of the City of Macon and Bibb County;

WHEREAS, Macon-Bibb County will recognize financial and administrative benefits from using the same firm for consulting project management services related to SPLOST funded projects; and

WHEREAS, Rumcreek Enterprises, LLC and Macon-Bibb County now desire to amend certain provisions of and restate in its entirety the Original Project Management Agreement to allow for providing consulting project management services for all SPLOST projects of both the City of Macon and Bibb County;
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the amendment to and restated Independent Contractor Agreement with Rumcreek Enterprises, LLC for SPLOST Consulting Management Services on all City of Macon and Bibb County SPLOST projects is hereby approved at an amended contract price of one hundred twenty-five thousand dollars ($125,000.00) per year;

BE IT FURTHER RESOLVED that the Mayor is authorized to execute said agreement and to take any and all further actions necessary for effectuating said agreement.

SO RESOLVED this ____ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
______________________________
SHELIA THURMOND, CLERK OF COMMISSION
AMENDMENT TO AND RESTATED INDEPENDENT CONTRACTOR AGREEMENT WITH RUMCREEK ENTERPRISES, LLC FOR SPLOST CONSULTING PROJECT MANAGEMENT SERVICES

This Amendment to and Restated Independent Contractor Agreement (the "Agreement") is made this ____ day of _______________, 20__, between Macon-Bibb County, a political subdivision of the State of Georgia, and Rumcreek Enterprises, LLC, a Georgia limited liability company ("Independent Contractor"), collectively referred to as the “Parties,” individually may be referred to as “Party.”

WITNESSETH:

WHEREAS, Satilla Investments, LLC and the City of Macon are presently parties to an Independent Contractor Agreement dated September 1, 2012, (the “Original Project Management Agreement”), concerning Satilla Investments, LLC providing consulting project management services related to the Second Street SPLOST project at a cost of seventy-five thousand dollars ($75,000.00) per year;

WHEREAS, the Second Street project is a SPLOST project of the City of Macon;

WHEREAS, the City of Macon and Bibb County have consolidated to form the new Macon-Bibb County government;

WHEREAS, the City of Macon and Bibb County have previously utilized different firms to provide consulting project management services related to their respective SPLOST projects;

WHEREAS, Clay Murphey is the managing member of both Satilla Investments, LLC and Rumcreek Enterprises, LLC;

WHEREAS, Satilla Investments, LLC desires to assign its interests under the Original Project Management Agreement to Rumcreek Enterprises, LLC;

WHEREAS, Rumcreek Enterprises, LLC has agreed to provide consulting project management services at an additional cost of fifty thousand dollars ($50,000.00) for all SPLOST projects of the City of Macon and Bibb County;

WHEREAS, Macon-Bibb County will recognize financial and administrative benefits from using the same firm for consulting project management services related to SPLOST funded projects; and
WHEREAS, Rumcreek Enterprises, LLC and Macon-Bibb County now desire to amend certain provisions of and restate in its entirety the Original Project Management Agreement to allow for providing consulting project management services for all SPLOST projects of both the City of Macon and Bibb County;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree and covenant as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services
During the term of this Agreement, Independent Contractor shall provide the consulting project management services described in the Independent Contractor Service Addendum attached hereto as Exhibit “A,” which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

1.2 Method of Performing Services
Independent Contractor shall determine, at its sole discretion, the method, details and means of performing the services described in Exhibit “A”, provided that by executing this Agreement, Independent Contractor acknowledges that it possesses the degree of care, learning, skill, and ability necessary to complete the services, and further contracts that in the performance of its duties herein set forth, it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by contractors under similar conditions and like circumstances and shall perform such duties without neglect.

1.3 Office Space and Support Staff
Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by Macon-Bibb County at Macon-Bibb County’s request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, “Staff”) shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff’s own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.

1.4 Control of Macon-Bibb County Employees
Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of Macon-Bibb County employees. Independent Contractor can recommend certain actions to be taken by Macon-
Bibb County employees to either the Mayor or the County Manager, but Macon-Bibb County is under no obligation to accept or follow such recommendations.

1.5 Macon-Bibb County’s Assistance and Cooperation.
During the Independent Contractor’s performance of this Agreement, Macon-Bibb County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by Macon-Bibb County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all of the Independent Contractor’s obligations under this Agreement.

2. Non-Employment Relationship between Macon-Bibb County and Independent Contractor

2.1 Independent Contractor Relationship
Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render Macon-Bibb County an employer, partner, agent of or joint venturer with Independent Contractor for any purpose. Independent Contractor shall have no claim against Macon-Bibb County for vacation pay, sick leave, retirement, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits
Independent Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for the Consulting Fee and all payments to Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide Macon-Bibb County with a completed W-9 form, at the time this Agreement is executed.

3. Warranties

3.1 Independent Contractor Warranties
Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any
agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work
Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties
Independent Contractor will make no representations, warranties, or commitments binding Macon-Bibb County without Macon-Bibb County’s prior written consent.

4. Macon-Bibb County Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace
Independent Contractor and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. Macon-Bibb County has a no tolerance policy for violation of this rule.

4.2 Prohibition on Unlawful Discrimination and Harassment
Macon-Bibb County does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or any other federal protected classification in any employment policies and practices. Macon-Bibb County prohibits unlawful discrimination or harassment, including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while performing any services under this contract. Macon-Bibb County has a no tolerance policy for violation of this rule.

5. Termination

5.1 Termination for default
(a) Macon-Bibb County may, subject to the provisions of subparagraph (c) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as Macon-Bibb County may authorize in writing) after receipt of notice from Macon-Bibb County specifying such failure.

(b) In the event Macon-Bibb County terminates this Agreement in whole or in part as provided in subparagraph (a) above, Macon-Bibb County may procure, upon such terms and in such manner as Macon-Bibb County may deem appropriate, services similar to those so terminated. Independent Contractor shall
not be liable for any excess costs for the same provided that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor, such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Independent Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement Document.

(e) The rights and remedies of Macon-Bibb County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5.2 Termination for Convenience
Macon-Bibb County may at any time by providing fourteen (14) days written notice terminate all or any part of this Agreement for Macon-Bibb County's convenience. If this Agreement is terminated, in whole or in part, for Macon-Bibb County's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Independent Contractor for the actual labor reasonably used by the Independent Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Independent Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Independent Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

5.3 Suspension and Termination for Non-Payment
If Independent Contractor fails to receive payment when due for services and expenses, Independent Contractor may, upon seven (7) days written notice to Macon-Bibb County, suspend performance of the services without further notice. Upon a suspension of services, Independent Contractor shall have no liability to Macon-Bibb County for delay, damage, or additional costs caused by such
suspension. If Independent Contractor fails to receive payment within seven (7) days of providing the notice of suspension, provided for herein, Independent Contractor can terminate this Agreement for convenience by providing written notice to Macon-Bibb County of such termination.

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the “Notice”) and deemed given when (a) hand delivered by the sender and properly received for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

For Macon-Bibb County:
Mayor
Macon-Bibb County
700 Poplar St.
Macon, GA 31202

For Independent Contractor:
Rumcreek Enterprises, LLC
318 Buford PI
Macon, GA 31204

7. Indemnification, Insurance, Risk Management, Bonding

7.1 Indemnification, hold harmless
Independent Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless Macon-Bibb County, its officers and employees, (collectively, Releasees), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, for any loss or damage for bodily injury, property damages and attorneys’ fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor. Independent Contractor’s obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

7.2 Insurance Requirements
In the event that the Independent Contractor, Staff, or agents or the Independent Contractor's subcontractors enter Macon-Bibb County's property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security and safety requirements and traffic regulations. The Independent Contractor, and any subcontractor used by the in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Independent Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General
Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Macon-Bibb County's request, the Independent Contractor shall furnish to Macon-Bibb County certificates from the Independent Contractor's insurers showing such coverage in effect and agreeing to give Macon-Bibb County ten (10) days' prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance
Macon-Bibb County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees indemnify and hold harmless Macon-Bibb County for any claims arising from the Independent Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

7.4 Risk Management Requirements
When operating on the property of Macon-Bibb County, the Independent Contractor shall abide by Macon-Bibb County's applicable Risk Management Requirements, as may be provided from time to time by Macon-Bibb County.

8. Non-Exclusivity
This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

9. Waiver
Macon-Bibb County's waiver of Independent Contractor's breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

10. Assignment
Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without Macon-Bibb County's prior written consent. Such consent can be withheld for any, or for no, reason by Macon-Bibb County. Macon-Bibb County consents to the assignment by Satilla Investments, LLC of its
interests under the Original Project Management Agreement to Rumcreek Enterprises, LLC.

11. **Force Majeure**

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party’s failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party’s control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. **Applicable Law**

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Bibb County, Georgia.

13. **Publicity**

Independent Contractor shall not release without prior written approval from Macon-Bibb County, any publicity regarding the program or services provided by Independent Contractor for Macon-Bibb County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Independent Contractor, identifying Macon-Bibb County receiving goods or services under this Agreement.

14. **Time is of the Essence**

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. **Ownership**

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to Macon-Bibb County.

16. **Certain Rules of Interpretation**

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number
shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18. Counterparts

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. Amendment

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. Exhibits

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between Macon-Bibb County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. Macon-Bibb County and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement,
including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

23. **Disputes**

Pending resolution of any dispute hereunder, the Independent Contractor shall proceed diligently with the performance of work in accordance with Macon-Bibb County’s direction.

**WHEREFORE,** the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

**MACON-BIBB COUNTY:**

By: ____________________________
    Robert A.B. Reichert, Mayor
    ____________________________
    Date

Attested: _______________________
    Shelia Thurmond, Clerk of Commission
    ____________________________
    Date

**INDEPENDENT CONTRACTOR:**

RUMCREEK ENTERPRISES, LLC

By: ____________________________
    Clay Murphey, Member/Manager
    ____________________________
    Date
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES:
The Independent Contractor will be responsible for capturing and reporting all information relevant to SPLOST funded projects for both the City of Macon and Bibb County, as identified in the 2011 SPLOST Intergovernmental Agreement between the City of Macon and Bibb County ("Projects").

During the term of this service addendum, Independent Contractor will interface with Macon-Bibb County departments and outside contractors and suppliers to obtain current information on the assigned Projects for the provision of updates and progress reports to the Mayor, Macon-Bibb County Commission, County Manager, Director of Finance, and the SPLOST Advisory Committee.

In conjunction with Macon-Bibb County, the Independent Contractor will develop a budgets and timelines for the Projects, and shall track project milestones and deliverables.

Independent Contractor will also be responsible for coordinating the private sector economic investment with the public sector planning and infrastructure improvements relating to all Projects.

Independent Contractor shall coordinate with the Mayor, Macon-Bibb County Commission, County Manager, Director of Finance, and the SPLOST Advisory Committee to develop and provide the Peyton Anderson Foundation (Foundation) with written reports required by grant(s), if any, received by Macon-Bibb County from the Foundation.

The Mayor and/or County Manager, with the written consent of the Independent Contractor, may assign additional project management duties to the Independent Contractor in connection with any Project.

TERM:
This engagement shall commence on the date this Agreement and Addendum are executed by Macon-Bibb County and shall continue in full force and effect for one (1) calendar year, or earlier upon completion of the Contractor's duties under this Agreement. Upon the expiration of the original term, this Agreement shall automatically renew provided the contractor's duties have not been completed for three (3) consecutive renewal terms of one (1) year each, provided that Macon-Bibb County does not provide the Contractor with notice, sixty (60) prior to the expiration date of the original term, that Macon-Bibb County intends not to renew the Agreement or the Addendum.
The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement or the laws of the State of Georgia.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, Macon-Bibb County shall pay the Independent Contractor a flat fee of one hundred twenty-five thousand dollars ($125,000.00) per year; said compensation to be made in twelve (12) equal monthly payments, after Macon-Bibb County has received a dated invoice from the Independent Contractor.

Said compensation amount is being provided as follows:

(1) Seventy-five thousand dollars ($75,000.00) for services related to the Second Street Project; and

(2) Fifty thousand dollars ($50,000.00) for services related to all additional Projects.

If requested by Macon-Bibb County, Independent Contractor shall provide any and all documents that Macon-Bibb County may reasonably require to process the monthly invoice statements of the Independent Contractor.

All invoices are to be paid thirty (30) days from invoice date. If invoice are “back dated”, then, payment will be remitted thirty (30) days from receipt of the invoice.

EXPENSES:

All expenses incurred by the Independent Contractor not specifically agreed to by Macon-Bibb County in writing, shall be incurred at the sole cost of the Independent Contractor.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE ECONOMIC AND COMMUNITY DEVELOPMENT BUDGET SUPPLEMENT REGARDING DEMOLITION, BY PROVIDING $300,000.00 IN ADDITIONAL FUNDING SO THAT DEMOLITION WORK FOR 37 HOUSES MAY BE SUBMITTED VIA THE BID PROCESS AND REQUESTS FOR PROPOSALS RECEIVED FROM INDEPENDENT CONTRACTORS; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County has several distressed communities in which blight is prevalent resulting in diminished property values; and

WHEREAS, these blighted areas result in communities that are unsafe and hazardous to the public; and

WHEREAS, there are hundreds of structures that have been condemned by Economic and Community Development as they were visual eyesores, and a danger to the public; and

WHEREAS, said properties require extra resources due to issues such as neglect, fire damage and vandalism; yet the properties fail to generate tax revenue for Macon-Bibb County; and

WHEREAS, the demolition of these condemned properties is the sole viable option to decrease the prevalence of blight in our community; and

WHEREAS, Economic and Community Development currently have thirty-seven (37) homes on which remediation has been completed and said homes are currently ready for demolition as seen in the attached Exhibit “A”; and

WHEREAS, due to budgetary constraints and other reasons, the expeditious demolition of these remediated properties is not possible if demolition remains limited to the demolition services provided by Public Works; and

WHEREAS, granting an additional three hundred thousand dollars ($300,000.00) in funding to Economic and Community Development’s budget supplement will allow them to
prepare bid requests and accept requests for proposal (RFP) so that private companies may
demolish these particular properties in a more expeditious manner; and

WHEREAS, the removal of these remediated properties will benefit and promote the
health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same that an additional three hundred
thousand dollars ($300,000.00) shall be provided as a budget supplement to Macon-Bibb County
Economic and Community Development for the purpose of submitting the demolition the
properties designated in the attached Exhibit “A” for bid through the bidding process with the
assistance of the Procurement Department, and paying for said demolitions.

SO RESOLVED this ___ day of ________________, 2014.

________________________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE CONTINUATION AND ACCEPTANCE OF THE JUVENILE JUSTICE INCENTIVE GRANT NOT TO EXCEED THE AMOUNT OF $500,000.00 AND AGREEING THAT MACON-BIBB COUNTY WILL SERVE AS THE FISCAL AGENT OF SAID GRANT; AND FOR OTHER PURPOSES.

WHEREAS, in 2013, the Bibb County Juvenile Court applied for and received the Juvenile Justice Incentive Grant award in the amount of three hundred eighty-eight thousand seven hundred seventy-five dollars ($388,775.00) for the project period of August 1, 2013 to June 30, 2014; and

WHEREAS, the funds are awarded to provide evidence-based programs and services to systems-involved juveniles at high risk for commitment to the Youth Detention Center; and

WHEREAS, the funds support three identified primary and secondary interventions: Multi-systemic Therapy, Aggressive Replacement Therapy and Botvin Life Skills to serve a total of 60 juveniles as identified by the Assistant District Attorney and the Department of Juvenile Justice; and

WHEREAS, the grant funds are state funds authorized under HB 242; and

WHEREAS, the Criminal Justice Coordinating Council has conducted a program audit and financial audit as of April 2, 2014, and has invited the Bibb County Juvenile Court to apply for continuation funding at the same level of funding to continue current chosen interventions; and

WHEREAS, Juvenile Court Judges Thomas J. Matthews and Quintess J. Gilbert have requested to pursue continuation funding; and

WHEREAS, the application for continuation of said funding requires the County to serve as the fiscal agent of the grant funds and the application is due April 28, 2014, and there is no required match; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Bibb County Juvenile Justice Court is hereby authorized to apply for continuation funding from the Juvenile Justice Incentive Grant for the period of July 1, 2014 to June 30, 2015, not to exceed the amount of five hundred thousand dollars ($500,000.00).

SO RESOLVED this _____ day of ___________________, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

______________________________
ATTEST: SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)