<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
</tr>
</thead>
</table>
| 9:00 a.m. Large Conference Room      | Operations and Finance Committee              | Commissioner Bechtel - Chairman  
Commissioner Lucas – Vice Chairman  
Commissioner Schlesinger  
Commissioner Shepherd  
Commissioner Watkins                  |
| 9:30 a.m. Commission Chambers        | Public Hearing                                | All Commissioners                                                       |
| Immediately following Public Hearing | Economic & Community Development Committee    | Commissioner Schlesinger - Chairman  
Commissioner Tillman – Vice Chairman  
Commissioner DeFore  
Commissioner Lucas  
Commissioner Watkins                  |
| 10:40 a.m.                           | Depart for GEICO’s 40 Year Anniversary Celebration | All Commissioners (a van will be provided)                               |
| 12:30 p.m. Large Conference Room     | Public Safety Committee                       | Commissioner Shepherd – Chairman  
Commissioner Watkins – Vice Chairman  
Commissioner Lucas  
Commissioner Jones  
Commissioner Schlesinger               |
|                                     | Facilities and Engineering Committee         | Commissioner Tillman – Chairman  
Commissioner Jones – Vice Chairman  
Commissioner DeFore  
Commissioner Bechtel  
Commissioner Shepherd                  |
| 3:00 p.m. Commission Chambers        | Public Hearing                                | All Commissioners                                                       |
| 4:45 p.m.                            | Depart for Mercer University School of Medicine| All Commissioners (a van will be provided)                               |
Tuesday, August 12, 2014
MACON-BIBB COUNTY COMMISSION PUBLIC HEARING

9:30 A.M. and 3:00 P.M.
Commission Chamber
Government Center
For Public Input on Proposed Tax Increase
## 1. APPROVAL OF MINUTES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. APPROVAL OF MINUTES FROM THE JULY 22, 2014 MEETING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>1. APPROVAL OF MINUTES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
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<td>Type</td>
<td>Minutes</td>
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</tbody>
</table>

File Attachments
7-22-2014.pdf (491 KB)

## 2. APPROPRIATIONS FOR FY15

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Resolution to appropriate $75,000 for FY2015 in support of the Georgia Sports Hall of Fame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>2. APPROPRIATIONS FOR FY15</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
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<tr>
<td>Type</td>
<td>Action</td>
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</tbody>
</table>

File Attachments
8-12-2014 - Res Appropriate $75000 Georgia Sports Hall of Fame.pdf (1,624 KB)

<table>
<thead>
<tr>
<th>Subject</th>
<th>B. Resolution to appropriate $95,000 for FY2015 in support of the Keep Macon-Bibb Beautiful Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
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<td>Category</td>
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</tr>
<tr>
<td>Access</td>
<td>Public</td>
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<tr>
<td>Type</td>
<td>Action</td>
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</tbody>
</table>

File Attachments
8-12-2014 - Res Appropriate $95000 Keep Macon-Bibb Beautiful.pdf (1,600 KB)

<table>
<thead>
<tr>
<th>Subject</th>
<th>C. Resolution to appropriate $96,000 for FY2015 in support of the Douglass Theatre</th>
</tr>
</thead>
</table>

<p>|</p>
<table>
<thead>
<tr>
<th>Subject</th>
<th>D. Resolution to appropriate $237,500 for FY2015 in support of the Museum of Arts &amp; Sciences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
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<td>Access</td>
<td>Public</td>
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<tr>
<td>Type</td>
<td>Action</td>
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</tbody>
</table>

| File Attachments | 8-12-2014 - Res Appropriate $237500 Museum of Arts and Sciences.pdf (1,621 KB) |

<table>
<thead>
<tr>
<th>Subject</th>
<th>E. Resolution to appropriate $633,400 for FY2015 in support of the Macon-Bibb County Board of Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
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<tr>
<td>Type</td>
<td>Action</td>
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</tbody>
</table>

| File Attachments | 8-12-2014 - Res Appropriate $633400 Board of Health.pdf (1,592 KB) |

<table>
<thead>
<tr>
<th>Subject</th>
<th>F. Resolution to appropriate $2,785,700 for FY2015 in support of the Middle Georgia Regional Library and $10,000 of In Kind Services in support of the Bookmobile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
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<tr>
<td>Type</td>
<td>Action</td>
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</table>

| File Attachments | 8-12-2014 - Res Appropriate $2785700 Middle Georgia Library.pdf (1,655 KB) |

<table>
<thead>
<tr>
<th>Subject</th>
<th>G. Resolution to appropriate $218,300 for FY2015 in support of the Middle Georgia Regional Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
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</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
</tbody>
</table>

| File Attachments | 8-12-2014 - Res Appropriate $218300 Middle Georgia Regional Commission.pdf (1.7 KB) |
Subject: **H. Resolution to appropriate $2,751,000 ($2,434,000 in support of the Transit Authority and $317,000 in support of ParaTransit) for FY2015 in support of the Macon-Bibb County Transit Authority**

Meeting: Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. APPROPRIATIONS FOR FY15
Access: Public
Type: Action

File Attachments:
8-12-2014 - Res Appropriate $218300 MGRC.pdf (1.343 KB)

Subject: **I. Resolution to appropriate $425,000 for FY2015 in support of the River Edge Behavioral Health Center**

Meeting: Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. APPROPRIATIONS FOR FY15
Access: Public
Type: Action

File Attachments:
8-12-2014 - Res Appropriate $425000 River Edge.pdf (1.433 KB)

Subject: **J. Resolution to appropriate $67,500 for FY2015 in support of the Historic Hills & Heights Development Corporation**

Meeting: Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. APPROPRIATIONS FOR FY15
Access: Public
Type: Action

File Attachments:
8-12-2014 - Res Appropriate $67500 Historic HillsHeights.pdf (1.361 KB)

Subject: **K. Resolution to appropriate $880,900 for FY2015 in support of the Macon-Bibb County Planning & Zoning Commission**
L. Resolution to appropriate $237,500 for FY2015 in support of the Tubman African American Museum

M. Resolution to appropriate $202,400 for FY2015 in support of the Macon-Bibb County Land Bank Authority

N. Resolution to appropriate $850,000 for FY2015 in support of the Bibb County Department of Family and Children Services

O. Resolution to appropriate $424,600 for FY2015 in support of the Macon-Bibb County Industrial Authority
3. RETIREMENTS

Subject  A. Approval of Retirements
Meeting  Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category  3. RETIREMENTS
Access  Public
Type  Action
Admin Content
Doug Fumey  -  31 years and 4 months
Charles Martin  -  22 years and 8 months
Sergio Hardy  -  22 years and 5 months

4. CONSULTING SERVICES TO DETERMINE IF A DISPARITY STUDY MAY BE NECESSARY

Subject  A. Resolution to authorize and approve a consulting agreement between Macon-Bibb County and Euquant, Inc. for $75,000 for professional consulting services to analyze existing procurement practices to determine if a Disparity Study may be necessary
Meeting  Aug 12, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category  4. CONSULTING SERVICES TO DETERMINE IF A DISPARITY STUDY MAY BE NECESSARY
Access  Public
Type  Action
File Attachments
8-12-2014 - Res $75000 Professional Consulting (Part#1).pdf (5.084 KB)
8-12-2014 - Res $75000 Professional Consulting (Part#2).pdf (6.801 KB)

5. SUPPLEMENTAL BUDGET REQUEST
6. TRANSFER OF FUNDS
OPERATIONS AND FINANCE COMMITTEE

MINUTES

July 22, 2014

The Operations and Finance Committee was called to order at 9:10 a.m. by Committee Chairman Gary Bechtel.

COMMITTEE MEMBERS PRESENT:

Commissioner Gary Bechtel – Chairman
Commissioner Elaine Lucas – Vice Chairman
Commissioner Virgil Watkins
Commissioner Scotty Shepherd

COMMISSION MEMBER(S) ABSENT:

Mayor Pro Tem Bert Bivins
Commissioner Larry Schlesinger

VISITORS/GUESTS:

Ed Koebel, Cavanaugh Macdonald
Ben Mobley, Cavanaugh Macdonald
Beth Wright, Cavanaugh Macdonald
Miller G. Edwards, Mauldin & Jenkins
Meredith H. Lipson, Mauldin & Jenkins
Mitch Greer, Mauldin & Jenkins
Cheryl L. Underwood, IPC
John B. Whitley, IPC
David W. Pequet, President, MPI Investment Management

OTHERS PRESENT:

Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Ed DeFore
Commissioner Al Tillman
Dale Walker, County Manager
Shelia Thurmond, Clerk of the Commission
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Steve Layson, Asst. County Manager
Julie Moore, Asst. to the County Manager
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission
Danny Thompson, Sheriff's Office
Christy Iuliucci, Director of Finance
Kim Roberts, Finance Office
Megan McMahon, Asst. Director of Finance
Nyesha Daley, Director of Procurement
Delia Bridges, Asst. Dir., Procurement Depart
Chris Floore, Asst. to the County Manager
Narender Bhardwaj, Finance Department

NEWS MEDIA

Sitarah Coote, WMAZ13 TV
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
Malcolm Johnson, WGXA Fox 24

1. Approval of minutes

ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried with Commissioners Lucas and Bechtel voting in the affirmative, the minutes of July 8, 2014 were approved as written.
2. Presentation by Cavanaugh Macdonald

Ed Koebel with Cavanaugh Macdonald presented the OPEB and Pension Actuarial Valuation. Mr. Koebel stated that the valuation was performed in December 31, 2013 instead of the usual June 30th date to provide the results immediately before consolidation. The Pension Funding Ratio dropped slightly from last valuation but annual required contribution remained at 18.85% of payroll with 19 year amortization period. There were two COLAs granted effective July 1, 2013 and December 1, 2013 to retirees. Mr. Koebel stated that the OPEB Plan changes included Pre-Medicare options that were changed to HMO, POS with a $500 or $1,000 deductible. Once Medicare eligible, retirees and spouses will be moved to extend health medicare exchange for medical, prescription, dental and vision coverage. Once on the exchange, retirees will be reimbursed through the use of an HRA with the County contributing to the retirees’ HRA. The employees will receive $368 a month towards the HRA contribution. As of December 31, 2013 there were 907 active employees and retirees. He stated that the plan which started on January 1, 2014 would be the plan that all new Macon – Bibb County employees would enter. The Plans for the previous County and City employees remains the same. The Pension Fund is funded at approximately 71%. The contribution rate is 16.8% of payroll.

3. Presentation by Mauldin and Jenkins

Miller Edwards of Mauldin and Jenkins stated that he would like to compliment the Macon – Bibb County Finance Department for their work in the last six months. He continued that the Bibb County Finance Department has always been good and over recent years, Macon has improved. He stated that the staff of the new Finance Department works well together making his work with them enjoyable. He continued that the CAFR report for the new government would be issued soon. He stated that there were few management points found in the 2013 audit but he did note that in the Bibb County audit there needed to be segregation of duties in the office of the Clerk of Superior Court and State Court Probation, there were a significant number of old outstanding checks in the Tax Commissioner property tax and motor vehicle tax accounts and in the State Court Probation account; and in the City of Macon report there is no formal steering committee in place for addressing information technology plans, there is no risk management assessment process to evaluate potential risks as they relate to information systems, there are numerous capital leases through a local financial institution which are recorded in several different funds based on the assets purchased with the lease funds and where these lease payments are not being appropriately recorded. Mr. Edwards continued that on the City of Macon audit, all LMIG grant funds should be recognized as revenue rather than at the time the funds are expended and that there was no formal deposit policy in existence which limits the City’s allowable deposits and also addresses the specific types of risk for which the City is exposed.

4. Presentation by Independent Portfolio Consultants

Cheryl Underwood gave an overall view of the work of IPC. Macon-Bibb County Working Capital Reserve Fund Market Value as of June 30, 2014 was $30,144,838. She stated that they will continue to report to the Commission on a quarterly basis but are always available by e-mail or phone at any time. She turned the meeting over to David Pequet, who reviewed the short term liquidity account. Mr. Pequet stated that during the time period of November 2013 and June 30, 2014 the returns were $143,728 where the past yield had been $34,225 with a value added of $109,503. He continued by discussing where the rates should be on treasury bonds. He stated that in May 2013 the rate was 1.6% and in July 2014 the rate is now 2.60%.
5. Furnishings for the Tax Commissioners' New Office

**ACTION**

On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel and Lucas voting in the affirmative, the resolution authorizing the Mayor to execute a contract with CWC, LLC for moving of current furnishings and the purchase of new interior furnishings for the Tax Commissioner's Office in the amount of $104,231.04 was approved.

6. Amending Code to Include Tax Assessors Board and Employees

**ACTION**

On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel and Lucas voting in the affirmative, the ordinance amending Chapter 18, Article V of the claims against employees section of the code to include members and employees of the Macon – Bibb County board of Tax Assessors was approved.

7. Establishment of Taxing Districts and Establishing Millage Rates

Mayor Reichert reviewed the ordinance highlighting the most pertinent information which including Section 1 "the millage rate for the Macon City Tax District for calendar year 2014 shall be set at one half of the 2013 calendar year millage rate for the former City of Macon Tax District. The former City of Macon Tax District is hereby eliminated." Section 2 "the Commission hereby established a count-wide tax district to be known as the "Macon-Bibb County Tax District". Section 4 "The fire protection tax which was previously levied only on the unincorporated portion of Bibb County is hereby terminated and shall be equally levied for calendar year 2014 and subsequent calendar years on all Macon-Bibb County property by adding said fire protection tax as part of the tax rate for the Macon-Bibb County Tax District." Mayor Reichert stated that although the City taxes were being cut in half, the City would be assessed for the fire protection tax and that is considered a tax increase. For that reason, the government must hold three public hearings, one being at 6:00 p.m. for the purpose of setting the millage rate.

**ACTION**

On motion of Commissioner Bechtel, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins and Lucas voting in the affirmative, the public hearings for the tax increase will be held at 9:30 a.m. and 3:00 p.m. on August 12, 2014 and at 6:00 p.m. on Tuesday, August 19th.

8. Supplemental Budget Requests

N/A

9. Transfer of Funds

NA
There being no further business, the meeting was adjourned.

Shelia Thurmond, CCC  
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $75,000.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE GEORGIA SPORTS HALL OF FAME, UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Georgia Sports Hall of Fame; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Seventy-Five Thousand and 00/100 Dollars ($75,000.00) to the Georgia Sports Hall of Fame, in support of the organization’s desire to provide to the citizens of Middle Georgia the history of sports in Georgia unique educational opportunities for elementary, middle and high school students, health and wellness programs that encourage students to make healthy lifestyle choices, and inspire Georgia’s youth to become leaders on and off the field through character development initiatives; 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 the Georgia Sports Hall of Fame, in the amount of SEVENTY-FIVE THOUSAND and 00/100 DOLLARS ($75,000.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________________
SHEILA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the GEORGIA SPORTS HALL OF FAME FOUNDATION, INC., hereinafter referred to as “Sports Hall of Fame” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Sports Hall of Fame is of great historical importance to the community and serves the community by providing the history of sports in Georgia to Middle Georgia citizens, unique educational opportunities for elementary, middle and high school students, health and wellness programs that encourage students to make healthy lifestyle choices and inspire Middle Georgia youth to become leaders on and off the field through character development initiatives; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in multicultural events; and

WHEREAS, the County and the Sports Hall of Fame deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Sports Hall of Fame, for the consideration hereinafter named, agree as follows:

(1) The Sports Hall of Fame hereby agrees:

(a) To provide the history of sports in Georgia;

(b) To provide educational opportunities for area school children;

(c) To continue its efforts to encourage students to make healthy lifestyle choices and become leaders in their community; and
(d) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(e) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
(f) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(g) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency's independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

   To pay the Sports Hall of Fame the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: _______________________
        Shelia Thurmond, Clerk of Commission

GEORGIA SPORTS HALL OF FAME FOUNDATION, INC.

BY: ____________________________
    David Durham, CEO

ATTEST: _______________________
        Alan C. Grant, Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $95,000.00 FOR FISCAL YEAR 2015 IN SUPPORT OF KEEP MACON-BIBB BEAUTIFUL COMMISSION, UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was Keep Macon-Bibb Beautiful Commission; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Ninety-Five Thousand and 00/100 Dollars ($95,000.00) to Keep Macon-Bibb Beautiful Commission, in support of the organization’s desire to provide to the citizens of Macon-Bibb County services in the area of education, culture, recreation, beautification, energy conservation and recycling; 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 the Georgia Sports Hall of Fame, in the amount of NINETY-FIVE THOUSAND and 00/100 DOLLARS ($95,000.00) for Keep Macon-Bibb Beautiful Commission to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ______ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between KEEP MACON-BIBB BEAUTIFUL COMMISSION, a non-profit corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as “KMBBC” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, KMBBC is a 501(c)(3) and operates as an instrumentalist government organization. It was created by ordinances of Macon-Bibb County. KMBCC provides to the citizens of Macon-Bibb County, services in the area of education, culture, recreation, beautification, energy conservation and recycling; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in library services; and

WHEREAS, the County and KMBBC deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and KMBBC, for the consideration hereinafter named, agree as follows:

(1) The KMBBC hereby agrees:

(a) To bring a cleaner and more beautiful community environment; and

(b) To educate the public to conserve our landfill; and

(c) To promote efficient use of energy resources; and
To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(e) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
(f) To provide the County with monthly financial statements covering your agency no later than the 20\textsuperscript{th} day of the following month.

(g) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency's independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay KMBBC the sum of NINETY-FIVE THOUSAND AND NO/100 DOLLARS ($95,000.00) in equal monthly installments as well as TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) of in-kind services to be furnished in support of the Bookmobile. Payments to be made no later than the 5\textsuperscript{th} of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1\textsuperscript{st} day of July, 2014, and ending on the 30\textsuperscript{th} day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: __________________________
    Robert A.B. Reichert, Mayor

ATTEST: _______________________
        Sheila Thurmond, Clerk of Commission

KEEP MACON-BIBB BEAUTIFUL COMMISSION

BY: __________________________
    Pamela M. Carswell, CEO

ATTEST: _______________________
        Charlotte Woody, Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $96,000.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE DOUGLASS THEATRE, UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Douglass Theatre; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Ninety-Six Thousand and 00/100 Dollars ($96,000.00) to the Douglass Theatre, in support of the organization’s desire to preserve a historic landmark, provide multicultural events and films, and hold educational performances for area school for the citizens of Middle Georgia; 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 the Douglass Theatre, in the amount of NINETY-SIX THOUSAND and 00/100 DOLLARS ($96,000.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ___ day of ___________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHEILA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the FRIENDS OF THE DOUGLASS THEATRE COMPLEX, INC., hereinafter referred to as “Douglass Theatre” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Douglass Theatre is of great historical importance to the community and serves the community by providing multicultural events, films, and holding educational performances for the citizens of Middle Georgia; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in multicultural events; and

WHEREAS, the County and the Douglass Theatre deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and Douglass Theatre, for the consideration hereinafter named, agree as follows:

1. The Douglass Theatre hereby agrees:

   (a) To provide a variety of multicultural events and films;

   (b) To provide educational performances for area school children;

   (c) To continue its efforts to draw widely-varied audiences for files and national-quality performance events; and

   (d) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:
(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(f) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(g) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of
all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency's independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Douglass Theatre the sum of NINETY-SIX THOUSAND AND NO/100 DOLLARS ($96,000.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: __________________________________________
    Robert A.B. Reichert, Mayor

ATTEST: ______________________________________
         Sheila Thurmond, Clerk of Commission

FRIENDS OF THE DOUGLASS THEATRE COMPLEX, INC.

BY: _________________________________________
    Jimmy Mills, Jr., CEO

ATTEST: ______________________________________
        George Muhammad, Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $237,500.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE MUSEUM OF ARTS & SCIENCES, INC., UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Museum of Arts & Sciences, Inc.; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Two Hundred Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($237,500.00) to the Museum of Arts & Sciences, Inc., in support of the organization’s desire to acquire, preserve, study, interpret and exhibit objects of scientific, historical, cultural and artistic value that have inherent significance for the citizens of Middle Georgia; 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 the Macon-Bibb County Board Of Health, in the amount of TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS ($237,500.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: 
SHELLIA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MUSEUM OF ARTS & SCIENCES, INC., a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Museum of Arts & Sciences” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Museum of Arts & Sciences owns and operates a non-profit organization which acquires, preserves, studies, interprets and exhibits objects of scientific, historical, cultural and artistic value that have inherent significance for the citizens of Middle Georgia, so as to promote a fuller understanding of man, his heritage and environment; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in museum programs; and

WHEREAS, the County and the Museum of Arts & Sciences deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and Museum of Arts & Sciences, for the consideration hereinafter named, agree as follows:

(1) The Museum of Arts & Sciences hereby agrees:

(a) To provide a very strong set of programs and exhibits;

(b) To continue to focus on increasing African-American participation and involvement;

(c) To continue to focus on the long-term infrastructure needs of the Museum; and
To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
(f) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(g) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Museum of Arts & Sciences the sum of TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($237,500.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in
duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: ____________________________
    Shelia Thurmond, Clerk of Commission

MUSEUM OF ARTS & SCIENCES, INC.

BY: ____________________________
    Susan Welsh, CEO

ATTEST: ____________________________
    Tony Rojas, Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO Appropriate $633,400.00 for Fiscal Year 2015 in Support of the Macon-Bibb County Board of Health, Under the Adopted Budget for the Operation of the Macon-Bibb County Government for Fiscal Year 2015; and for other lawful purposes.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Macon-Bibb County Board Of Health; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Six Hundred Thirty-Three Thousand Four Hundred and 00/100 Dollars ($633,400.00) to the Macon-Bibb County Board Of Health, in support of the organization’s desire to provide health services to residents of Macon-Bibb County; 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 the Macon-Bibb County Board Of Health, in the amount of SIX HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED and 00/100 DOLLARS ($633,400.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ___ day of ________________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
________________________
SHELIA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between MACON-BIBB COUNTY BOARD OF HEALTH, a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Board of Health” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Board of Health owns and operates a non-profit organization which provides health services to residents of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in health services; and

WHEREAS, the County and the Board of Health deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and Board of Health, for the consideration hereinafter named, agree as follows:

(1) The Board of Health hereby agrees:

(a) To provide a full range of physical health services as follows:

Vital Records
Environmental Health
Dental Health
Health Education
Early Intervention
Nursing Services
Immunizations
Infectious Diseases
Women's Health
Family Planning
Prenatal Care Management
Pregnancy Related Services
Outreach Services

(b) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.
To, if applicable, ensure that the agency complies with the "Open Meetings Act", O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Board of Health the sum of SIX HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($633,400.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.
MACON-BIBB COUNTY

BY: __________________________________________
    Robert A.B. Reichert, Mayor

ATTEST: ______________________________________
    Shelia Thurmond, Clerk of Commission

MACON-BIBB COUNTY BOARD OF HEALTH

BY: ________________________________________
    David Gowan, Board Chairman

ATTEST: ____________________________________
    Nancy White, Board Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $2,785,700.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE MIDDLE GEORGIA REGIONAL LIBRARY, AND $10,000 OF IN KIND SERVICES IN SUPPORT OF THE BOOKMOBILE UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Middle Georgia Regional Library (Macon-Bibb County Library Board of Trustees); and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Two Million Seven Hundred Eighty-Five Thousand Seven Hundred and 00/100 Dollars ($2,785,700.00) to the Middle Georgia Regional Library and Ten Thousand and 00/100 Dollars ($10,000.00) to the Bookmobile, in support of the organization’s desire to provide to the citizens of Middle Georgia all the advantages of participation in library services; 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 the Georgia Sports Hall of Fame, in the amount of TWO MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED and 00/100 DOLLARS ($2,785,700.00) for the Middle Georgia Regional Library and TEN THOUSAND and 00/100 DOLLARS ($10,000.00) for the support of the Bookmobile to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ___ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHELLIA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MACON-BIBB COUNTY LIBRARY BOARD OF TRUSTEES, a non-profit corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as “Library Board” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Library Board owns and operates a non-profit organization which provides library services to the residents of Macon-Bibb County including mobile book services, summer reading programs, computer classes, story time, genealogical and historical studies and other community services; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in library services; and

WHEREAS, the County and Library Board deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and Library Board, for the consideration hereinafter named, agree as follows:

(1) The Library Board hereby agrees:

(a) To make available for all citizens for Macon-Bibb County, basic and specialized public library services; and

(b) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:
(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(d) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(e) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of
all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency's independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Library Board the sum of TWO MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($2,785,700.00) in equal monthly installments as well as TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) of in-kind services to be furnished in support of the Bookmobile. Payments to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in
duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: _________________________
        Shelia Thurmond, Clerk of Commission

MACON-BIBB COUNTY LIBRARY BOARD
OF TRUSTEES

BY: ____________________________
    Suzanne McCullough, Interim Director

ATTEST: _________________________
        Hannah N. Warren, Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $218,300.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE MIDDLE GEORGIA REGIONAL COMMISSION, UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Middle Georgia Regional Commission; and

WHEREAS, the Macon-Bibb County Commission allocated a total sum of Two Hundred Eighteen Thousand Three Hundred and 00/100 Dollars ($218,300.00) to the Middle Georgia Regional Commission, in support of providing the advantages of participation in the RC programs to the citizens of Macon-Bibb County; 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 the Macon Centreplex, in the amount of TWO HUNDRED EIGHTEEN THOUSAND THREE HUNDRED and 00/100 DOLLARS ($218,300.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ______ day of _____________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
______________________________
SHEILA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MIDDLE GEORGIA REGIONAL COMMISSION, an agency organized and existing under the laws of the State of Georgia, hereinafter referred to as “RC” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the RC operates an agency which works with the eleven (11) county area in Middle Georgia to further the total development of the human, economic and natural resources available; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in the RC programs; and

WHEREAS, the County and the RC deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the RC, for the consideration hereinafter named, agree as follows:

(1) The RC hereby agrees:

(a) To continue to provide services to local governments in a wide variety of fields, including:

- Economic Development
- Solid Waste Planning
- Transportation Planning
- Grantsmanship Programs
- Financing for Private Sector Businesses
- Planning and Delivery of Service to Elderly
- Community Care Programs
- Historic Preservation
- Intergovernmental Review Process
• General Technical Assistance to Member Governments; and

(b) To conform to Sec. 2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant who shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from the County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. The county will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. The county reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(d) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.
To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Commission, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Centreplex the sum of TWO HUNDRED EIGHTTEEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($218,300.00), in equal monthly installments. Payments are to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: _________________________
        Shelia Thurmond, Clerk of Commission

MACON CENTREPLEX

BY: ____________________________
    Ralph Nix, Executive Director

ATTEST: _________________________
        Carol Payton, Executive Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $2,751,000.00 ($2,434,000.00 IN SUPPORT OF THE TRANSIT AUTHORITY AND $317,000.00 IN SUPPORT OF PARATRANSPORT) FOR FISCAL YEAR 2015 IN SUPPORT OF THE MACON-BIBB COUNTY TRANSIT AUTHORITY, UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Macon-Bibb County Transit Authority; and

WHEREAS, the Macon-Bibb County Commission allocated a total sum of Two Million Seven Hundred Fifty-One Thousand and 00/100 Dollars ($2,751,000.00) to the Macon-Bibb County Transit Authority, in support of the organization’s desire to provide public transportation and paratransit services to the citizens of Macon-Bibb County; 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 the Macon-Bibb County Transit Authority, in the amount of TWO MILLION SEVEN HUNDRED FIFTY-ONE THOUSAND and 00/100 DOLLARS ($2,751,000.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ______________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHELIA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between MACON-BIBB COUNTY TRANSIT AUTHORITY, a public agency organized and existing under the laws of the State of Georgia, hereinafter referred to as “Transit Authority” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Transit Authority operates an agency which provides public transportation services to the residents of Macon-Bibb County.

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in public transportation services; and

WHEREAS, the County and the Transit Authority deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Transit Authority, for the consideration hereinafter named, agree as follows:

(1) The Transit Authority hereby agrees:

(a) To provide high quality, dependable and affordable public transportation services to the citizens of Macon-Bibb County.

(b) To conform to Sec. 2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant who shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from the County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the
management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. The county will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. The county reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Commission, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

The County hereby agrees in consideration of the above:
To pay the Transit Authority the sum of TWO MILLION SEVEN HUNDRED FIFTY-ONE THOUSAND AND NO/100 DOLLARS ($2,751,000.00), in equal monthly installments. Payments are to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________________________
    Robert A.B. Reichert, Mayor

ATTEST:___________________________________________
    Shelia Thurmond, Clerk of Commission

MACON-BIBB COUNTY TRANSIT AUTHORITY

BY: ____________________________________________
    Craig Ross, Chairman

ATTEST:___________________________________________
    Richard L. Jones, CEO
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $425,000.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE RIVER EDGE BEHAVIORAL HEALTH CENTER, UNDER THE ADOPTED BUDGET FOR THE OPERAION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the River Edge Behavioral Health Center; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Four Hundred Twenty-Five Thousand and 00/100 Dollars ($425,000.00) to the River Edge Behavioral Health Center, in support of the organization’s desire to provide health services to the citizens of the Middle Georgia Area; 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 the River Edge Behavioral Health Center, in the amount of FOUR HUNDRED TWENTY-FIVE THOUSAND and 00/100 DOLLARS ($425,000.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ____ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHELIA THURMOND, CLERK OF COMMISSION.
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between RIVER EDGE BEHAVIORAL HEALTH CENTER, a public agency organized and existing under the laws of the State of Georgia, hereinafter referred to as “River Edge” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, River Edge operates an agency which provides health services to the residents of the Middle Georgia Area.

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in health services; and

WHEREAS, the County and River Edge deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and River Edge, for the consideration hereinafter named, agree as follows:

(1) River Edge hereby agrees:

(a) To provide services to mentally ill, mentally retarded and chemically dependent citizens.

(b) To conform to Sec. 2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant who shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than
$5,000.00 in tax funds derived from the County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. The county will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. The county reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To provide services to the Bibb County Law Enforcement Center as contained in attached Exhibit “A” (effective 04-01-99).

(d) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(e) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(f) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the
invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Commission, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay River Edge the sum of FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($425,000.00) in equal monthly installments. Payments are to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.

An additional amount of $264,000 or $22,000 per month for services described in Exhibit “A”, which will be provided under the Sheriff’s Office budget.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: ____________________________
    Shelia Thurmond, Clerk of Commission

RIVER EDGE BEHAVIORAL HEALTH CENTER

BY: ____________________________
    Ray Bennett, Chairman

ATTEST: ____________________________
    Shannon T. Harvey, CEO
EXHIBIT “A”

BIBB COUNTY LAW ENFORCEMENT CENTER

Mental Health Services To Be Provided By
River Edge Behavioral Health Center

A. One Clinical Social Worker

B. One Forensic Case Manager

C. One Clerk

D. Conduct two Psychiatric Clinics per week (max of 16 inmates per clinic) and on-call availability.

E. Provide for clinical staff to assist in the completion of Involuntary Admission Orders to the State Hospital when necessary.

F. Provide for clinical staff to be on-call for after-hour emergencies.

G. Provide for clinical staff to be on-call for weekends and holidays.

H. Conduct time limited psychotherapy groups.
   (1) Two groups per week for males (10 – 12 inmates per group) addressing medication monitoring, mental illness education and discharge planning.
   (2) One group per week for females (10-12 inmates per group) addressing medication monitoring, mental illness education and discharge planning.

I. Conduct substance abuse groups.
   (1) Two groups per week for males (15 – 20 inmates per group)
   (2) One group per week for females (15 – 20 inmates per group)

J. Training for correctional staff regarding mental health issues.

K. Assist in the development of Policies and Procedures, Job Descriptions, etc., for mental health purposes.

L. Provide for administrative oversight for the delivery of mental health services at the Bibb County LEC.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $67,500.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE HISTORIC HILLS & HEIGHTS DEVELOPMENT CORPORATION, UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Historic Hills & Heights Development Corporation; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Sixty-Seven Thousand Five Hundred and 00/100 Dollars ($67,500.00) to the Historic Hills & Heights Development Corporation, in support of the organization’s desire to provide all of the advantages of participation in neighborhood rehabilitation and redevelopment services to the citizens of Macon-Bibb County; 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 the Historic Hills & Heights Development Corporation, in the amount of SIXTY-SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS ($67,500.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ______________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
______________________________
SHEILA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the HISTORIC HILLS & HEIGHTS DEVELOPMENT CORPORATION, a charitable organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Historic Hills & Heights” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, Historic Hills & Heights owns and operates a charitable corporation which provides the advantages of participation in certain rehabilitation and redevelopment services to the citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in rehabilitation and redevelopment services; and

WHEREAS, the County and Historic Hills & Heights deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and Historic Hills & Heights, for the consideration hereinafter named, agree as follows:

(1) Historic Hills & Heights hereby agrees:

(a) To facilitate the rehabilitation and redevelopment of certain neighborhoods in Macon-Bibb County; and

(b) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

   (a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public
accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(d) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(e) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and
contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

   To pay Hills & Heights the sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($67,500.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.
MACON-BIBB COUNTY

BY:
Robert A.B. Reichert, Mayor

ATTEST:
Shelia Thurmond, Clerk of Commission

HISTORIC HILLS & HEIGHTS
DEVELOPMENT CORPORATION

BY:
CEO

ATTEST:
Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $880,900.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE MACON-BIBB COUNTY PLANNING & ZONING COMMISSION, UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Macon-Bibb County Planning & Zoning Commission; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Eight Hundred Eighty Thousand Nine Hundred and 00/100 Dollars ($880,900.00) to the Macon-Bibb County Planning & Zoning Commission, in support of the organization’s desire to provide all of the advantages of participation in economic development services to the citizens of Macon-Bibb County; 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 the Macon-Bibb County Industrial Authority, in the amount of EIGHT HUNDRED EIGHTY THOUSAND NINE HUNDRED and 00/100 DOLLARS ($880,900.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MACON-BIBB COUNTY PLANNING & ZONING COMMISSION, a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “P & Z Commission” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the P & Z Commission owns and operates a non-profit organization which provides the advantages of participation in economic development services to the citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in economic development services; and

WHEREAS, the County and the P & Z Commission deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the P & Z Commission, for the consideration hereinafter named, agree as follows:

(1) The P & Z Commission hereby agrees:

(a) To carry out the planning program function which includes:

Comprehensive Planning
Transportation Planning
Local Planning Services; and

(b) To administer land development regulations; and
(c) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(d) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

The County hereby agrees in consideration of the above:

To pay the P & Z Commission the sum of EIGHT HUNDRED EIGHTY-THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($880,900.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: ____________________________
    Sheflia Thurmond, Clerk of Commission

MACON-BIBB COUNTY PLANNING & ZONING COMMISSION

BY: ____________________________
    James P. Thomas, Executive Director

ATTEST: ____________________________
    Sheila J. Burns, Commission Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $237,500.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE TUBMAN AFRICAN AMERICAN MUSEUM, INC., UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Tubman African American Museum; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Two Hundred Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($237,500.00) to the Tubman African American Museum, in support of the organization's desire to provide educational services to the citizens of Macon-Bibb County regarding African American art, history and culture; 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 the Tubman African American Museum, Inc., in the amount of TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS ($237,500.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ______________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____________________
SHEILA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the TUBMAN AFRICAN AMERICAN MUSEUM, INC., a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Tubman Museum” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Tubman Museum owns and operates a non-profit organization which provides educational services to residents of Macon-Bibb County regarding African American art, history and culture; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in museum programs; and

WHEREAS, the County and the Tubman Museum deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Tubman Museum, for the consideration hereinafter named, agree as follows:

(1) The Tubman Museum hereby agrees:

(a) To provide galleries and exhibition spaces which reflect African American art, history and culture; and

(b) To provide a resource center which contains over one-thousand books and videos which pertain to African American art, history and culture; and

(c) To provide a visual and performing arts program to give children the opportunity to learn skills and improve discipline; and

EXHIBIT

A
(d) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(e) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
(f) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(g) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency's independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Tubman Museum the sum of TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($237,500.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: _________________________
        Shelia Thurmond, Clerk of Commission

TUBMAN AFRICAN AMERICAN MUSEUM, INC.

BY: ____________________________
    Tommy Lee Sands, CEO

ATTEST: _________________________
        Ruth Knox, Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MACON-BIBB COUNTY LAND BANK AUTHORITY, INC., a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Land Bank Authority” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Land Bank Authority owns and operates a non-profit organization which provides the advantages of participation in community and economic development services to the citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in community and economic development services; and

WHEREAS, the County and the Land Bank Authority deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Land Bank Authority, for the consideration hereinafter named, agree as follows:

(1) The Land Bank Authority hereby agrees:

(a) To return non-tax properties to a productive use; and

(b) To work in a collaborative effort with Macon-Bibb County in the implementation of community and economic development by fostering the creation of jobs, new industry and production of affordable housing for low-income individuals; and

(c) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:
(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(d) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(e) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.
To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Land Bank Authority the sum of TWO HUNDRED TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($202,400.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: _________________________
        Shelia Thurmond, Clerk of Commission

MACON-BIBB COUNTY LAND BANK
AUTHORITY, INC.

BY: ____________________________
    Bert Bivins, III, Chairman

ATTEST: _________________________
        Chuck W. O'Neal, Jr., Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $850,000.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE BIBB COUNTY DEPARTMENT OF FAMILY AND CHILDREN SERVICES, UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Bibb County Department of Family and Children Services; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Eight Hundred Fifty Thousand and 00/100 Dollars ($850,000.00) to the Bibb County Department of Family and Children Services, in support of the organization’s desire to provide all of the advantages of participation in economic development services to the citizens of Macon-Bibb County; 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 the Bibb County Department of Family and Children Services, in the amount of EIGHT HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($850,000.00) to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ___ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between
the BIBB COUNTY DEPARTMENT OF FAMILY AND CHILDREN SERVICES, a non-profit
organization created and existing under the laws of the State of Georgia, hereinafter referred to
as “DFCS” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia,
hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, DFCS owns and operates a non-profit organization which provides certain
welfare services to the needy citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of
participation in welfare services; and

WHEREAS, the County and DFCS deem it desirable to enter into a written agreement
setting forth the respective privileges, obligations and duties of the parties hereto and defining
the services and privileges granted and the terms and conditions and considerations on which
they are granted.

NOW, THEREFORE, the County and DFCS, for the consideration hereinafter named,
agree as follows:

(1) DFCS hereby agrees:

(a) To provide welfare services to qualified recipients of Macon-Bibb County
   in the following areas:

   Welfare Administration
   General Assistance
   Child Welfare
   Nurse Teen

(b) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb
    County which contains the following provisions regarding the remittance
    of audit reports:

[EXHIBIT A]
(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(d) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(e) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of
all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency's independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay DFCS the sum of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($850,000.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.
MACON-BIBB COUNTY

BY: Robert A.B. Reichert, Mayor

ATTEST: Shelia Thurmond, Clerk of Commission

BIBB COUNTY DEPARTMENT OF FAMILY AND CHILDREN SERVICES

BY: Martha K. Blue, Director

ATTEST: Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MACON-BIBB COUNTY INDUSTRIAL AUTHORITY, a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Industrial Authority” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Industrial Authority owns and operates a non-profit organization which provides the advantages of participation in economic development services to the citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in economic development services; and

WHEREAS, the County and the Industrial Authority deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Industrial Authority, for the consideration hereinafter named, agree as follows:

(1) The Industrial Authority hereby agrees:

(a) To encourage, induce, assist and promote the location and expansion of industrial and commercial facilities throughout the territorial limits of Macon-Bibb County; and

(b) To promote and expand the public good, welfare, industry and trade within Macon-Bibb County resulting in increased employment opportunities for citizens of Macon-Bibb County; and
To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(d) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
(e) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(f) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Industrial Authority the sum of FOUR HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($424,600.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ________________________________
    Robert A.B. Reichert, Mayor

ATTEST: ____________________________
        Shelia Thurmond, Clerk of Commission

MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

BY: ________________________________
    Clifford Whitby, Chairman

ATTEST: ____________________________
        Stephen Adams, Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE
AND APPROVE A CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY
AND EUQUANT, INC., OF SEVENTY-FIVE THOUSAND AND FIFTY AND 00/100
($75,000.00) FOR PROFESSIONAL CONSULTING SERVICES TO ANALYZE
EXISTING PROCUREMENT PRACTICES TO DETERMINE IF A DISPARITY STUDY
MAY BE NECESSARY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County adopted a resolution authorizing the Procurement
Department to issue a Request for Professional Services for consulting services to analyze
existing procurement practices to determine if a disparity study may be necessary; and

WHEREAS, on May 2, 2014, a Request for Professional Services (RPS) #14-018-ND
was issued and posted to the Macon-Bibb County Procurement webpage and the Georgia
Procurement Registry for 27 days; and

WHEREAS, on May 29, 2014, a total of five (5) responses were received in
Procurement at the date/time posted in the Request for Professional Services; and

WHEREAS, an evaluation committee was assembled consisting of representatives from
County Management, the County Attorney’s Office, Small Business Affairs, and facilitated by
the Procurement Department; and

WHEREAS, submissions were tabulated and reviewed for responsiveness; all vendors
were found responsive and their submissions were presented to the committee for review during
a procedural meeting; and

WHEREAS, each committee member signed a “Conflict of Interest” statement to ensure
the integrity of the process; and

WHEREAS, the committee met on June 6, 2014, to discuss and score the submissions
employing the Points Allocation Guidelines developed for solicitation, the prices were scored
separately utilizing a standard formula, and the total scores were tabulated and an award is
recommended to the number one ranked firm, Euquant, Inc., attached hereto as Exhibit “B”; 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 Euquant, Inc., to analyze existing procurement practices to determine if a disparity study may be necessary to resolve potential disparity in the Procurement process and to assist in drafting a request for proposal to be used in procuring the disparity study should the consultant determine that a disparity study is needed, in the amount of SEVENTY-FIVE THOUSAND and 00/100 DOLLARS ($75,000.00) in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this _____ day of ____________, 2014.

                      ROBERT A.B. REICHERT, MAYOR

ATTEST:

                      SHELIA THURMOND, CLERK OF COMMISSION
CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY AND EUQUANT, INC.

THIS CONSULTING AGREEMENT (this Agreement) is made this ___ day of __________, 2014, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, ("County"); and Euquant, Inc., ("Consultant"), whose principal place of business is located at 3715 Northside Pkwy, Building 300, Suite 620, Atlanta, Georgia 30327.

REQUITALS

WHEREAS, Macon-Bibb County adopted a resolution authorizing the Procurement Department to issue a Request for Professional Services for consulting services to analyze existing procurement practices to determine if a disparity study may be necessary; and

WHEREAS, Macon-Bibb County desires to engage Consultant to provide professional consulting services related to analyzing existing Macon-Bibb County procurement practices to determine if a disparity study may be necessary, and to assist in the drafting of a Request for Professional Services to procure a disparity study should the consultant determine a study is needed;

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. Scope of Services.

Consultant shall commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically provided in Exhibit “A” attached hereto (Request for Professional Services Disparity Needs Assessment 14-018-ND) and incorporated herein by reference. Consultant will provide the following services as more fully described in Exhibit “A”:

Analyze existing Macon-Bibb County Procurement practices to determine if a disparity study may be necessary to resolve potential disparity in the Procurement process. Assist in drafting a request for proposal to be used to procure the disparity study should the consultant determine that such a disparity study is needed. Assist in the selection of a vendor to perform a disparity study.

2. Schedule.

Work will be completed within one hundred twenty (120) days of initial project beginning and meeting with Macon-Bibb County stakeholders. A final draft report and presentation of findings will be made to the Macon-Bibb County upon conclusion. Once the team has received feedback from the County, it will incorporate any necessary changes into its

EXHIBIT A

S:\Law\Atty\CI\2014 Consulting Agreement Needs Assessment
final report which will be submitted to the County at the end of the one hundred twenty (120) workdays.

3. **Fees, invoices and payment of other persons.**
   (a) **Total Fee:** $75,000.00

   
   (b) **Invoices.** Payment of all amounts due Consultant are to be made upon presentation of the invoice, and will be past due thirty (30) days from receipt of invoice.

   (c) **Payment of Other Persons.** Prior to the issuance of final payment from County, Consultant shall certify to County in writing, in a form satisfactory to County, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

4. **Termination.**

   Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to the other. Upon termination, Consultant shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to County.

5. **Interpretation.**

   If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:
   (a) Agreement
   (b) Exhibit A.

6. **Resources.**

   All equipment, software, Facilities and Consultant Personnel required for the proper performance of services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

7. **Work Product, Intellectual Property, and Information.**

   Consultant agrees that all work product, intellectual property, and information generated in providing services to the County will become the property and information of the County,
specifically including but not limited to, the website. However, the County acknowledges that the Consultant may use similar strategies, information, marketing programs, and recommendations for other clients.

8. **Delegation and Assignment.**

   This is a professional services contract with Consultant and, therefore, Consultant shall not delegate or assign his duties under this Agreement without the prior written consent of County. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

9. **Notices.**

   Any notice, demand or communication, which either party may desire or be required to give to the other party, shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by first class US mail, postage prepaid, addressed as follows:

   **If to County:**  Mayor  
   Macon-Bibb County  
   700 Poplar Street  
   Macon, GA 31202  

   **If to Consultant:**  Buquant, Inc.  
   3715 Northside Pkwy  
   Building 300, Suite 620  
   Atlanta, GA 30327  

   Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

10. **Independent Contractor.**

   (a) In carrying out its obligations and activities under this Agreement, Consultant is acting as an independent contractor and not as an agent, partner, joint venture or employee of County. Consultant does not have any authority to bind County in any manner.

   (b) CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT AND ITS EMPLOYEE(S) ARE NOT ENTITLED TO RECEIVE: (i) UNEMPLOYMENT INSURANCE BENEFITS; OR (ii) WORKERS COMPENSATION COVERAGE. FURTHER, CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID, RELATED TO THE SERVICES.

11. **Consultant's Obligations.**
(a) **Consultant Personnel.** Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the services.

(b) **Subcontracting.** Unless specifically authorized in this Agreement, Consultant will not enter into any agreement with or delegate any services to any Third Party without the prior written approval of County, which County may withhold in its sole discretion. If Consultant subcontracts any of the services, Consultant shall: (i) be responsible for the performance of services by the subcontractors; (ii) remain County’s sole point of contact for the services; and (iii) be responsible for the payment of any subcontractors.

(c) **Conflicts of Interest.** Consultant shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

(d) **Commercial Activities.** Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on County property.

12. **Consultant Representations and Warranties.** As of the Effective Date and continuing throughout the initial term and any subsequent renewal term, Consultant warrants to the County that:

   (a) **Authority.** Consultant has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Agreement or the provision of services by Consultant is pending or threatened.

   (b) **Professional Standards.** The services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the services.
(c) Conformity. The development, creation, delivery, provision, implementation, maintenance and support of all services shall conform in all material respects to the description of such services in this Agreement, including Exhibit “A” attached hereto.

(d) Materials and Equipment. Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

(e) Intellectual Property Rights. None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the services or work product shall infringe any Third Party’s Intellectual Property Rights or privacy, publicity or other rights.

(f) Insurance. Consultant represents and warrants that it will maintain (a) worker’s compensation insurance covering its employees employed on or in connection with the services described in the Agreement in accordance with the laws of each jurisdiction in which such services are to be rendered, and (b) professional liability, general liability and property damage insurance policies with such limits of liability as County has deemed adequate for the services described in the Agreement. Certificates of such insurance are available upon request.

13. Compliance with Laws.

(a) General. Consultant and its subcontractors will perform the services in compliance with all Applicable Laws

(b) Consents, Licenses and Permits. Consultant will be responsible for, and the compensation paid under this Agreement shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing services and complying with this Agreement.

14. Indemnification by Consultant. Consultant shall indemnify and hold County, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:
(a) Consultant’s or Consultant Personnel’s performance, non-performance or breach of this Agreement;

(b) Compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with County or arising in any other manner out of this Agreement or the provision of services by such Consultant Personnel);

(c) Any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of County;

(d) Death of or injury to any individual caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and

(e) Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of, or on behalf of Consultant.

15. **Equal Employment Opportunity Clause.**

During the performance of this agreement, the contractor agrees as follows:

(a) The 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.

16. **General.**

(a) **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights
had not occurred. No supplement, modification, amendment or waiver of this Agreement will be
binding on City unless executed in writing by the City.

(b) Severability. In the event that any provision of this Agreement is declared invalid,
unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the
validity of other provisions of this Agreement.

(c) No Drafting Presumption. No presumption of any Applicable Law relating to the
interpretation of contracts against the drafter shall apply to this Agreement.

(d) Survival. Any provision of this Agreement which contemplates performance or
observance subsequent to any termination or expiration of this Agreement or which must survive
in order to give effect to its meaning, shall survive the expiration or termination of this
Agreement.

(e) Entire Agreement. The Contract Documents contain the entire Agreement of the
Parties relating to their subject matter and supersede all previous communications,
representations or agreements, oral or written, between the Parties with respect to such subject
matter. This Agreement may only be amended or modified by a writing executed by each Party.
CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT
BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS,
WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

17. Compliance with Laws.

This Agreement shall be governed by and interpreted in accordance with the laws of the
State of Georgia. Exclusive jurisdiction and venue for any legal proceedings related to this
Agreement shall be in Bibb County Superior Court or the federal district court in the Middle
District of Georgia (Macon Division).

In the event that a dispute should arise relating to the performance of the services under
this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party
shall be entitled to seek recovery of all reasonable costs incurred in the prosecution or defense of
the claim, including staff time, court costs, attorney’s fees, and other claim related expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as
of the date first above written.
COUNTY:

MACON-BIBB COUNTY

By:

Robert A.B. Reichert, Mayor

Date

Attested:

Sheila Thurmond, County Clerk

Date

INDEPENDENT CONTRACTOR:

BUQUANT, INC.

By:

Thomas D. Boston, CEO

Date

Attested:

Lirje Boston, CFO

Date
CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY AND EUQUANT, INC.

THIS CONSULTING AGREEMENT (this Agreement) is made this ___ day of __________, 2014, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, ("County"); and Euquant, Inc., ("Consultant"), whose principal place of business is located at 3715 Northside Pkwy, Building 300, Suite 620, Atlanta, Georgia 30327.

RECITALS

WHEREAS, Macon-Bibb County adopted a resolution authorizing the Procurement Department to issue a Request for Professional Services for consulting services to analyze existing procurement practices to determine if a disparity study may be necessary; and

WHEREAS, Macon-Bibb County desires to engage Consultant to provide professional consulting services related to analyzing existing Macon-Bibb County procurement practices to determine if a disparity study may be necessary, and to assist in the drafting of a Request for Professional Services to procure a disparity study should the consultant determine a study is needed;

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. **Scope of Services.**
   Consultant shall commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically provided in Exhibit “A” attached hereto (Request for Professional Services Disparity Needs Assessment 14-018-ND) and incorporated herein by reference. Consultant will provide the following services as more fully described in Exhibit “A”:
   
   Analyze existing Macon-Bibb County Procurement practices to determine if a disparity study may be necessary to resolve potential disparity in the Procurement process. Assist in drafting a request for proposal to be used to procure the disparity study should the consultant determine that such a disparity study is needed. Assist in the selection of a vendor to perform a disparity study.

2. **Schedule.**
   Work will be completed within one hundred twenty (120) days of initial project beginning and meeting with Macon-Bibb County stakeholders. A final draft report and presentation of findings will be made to the Macon-Bibb County upon conclusion. Once the team has received feedback from the County, it will incorporate any necessary changes into its
final report which will be submitted to the County at the end of the one hundred twenty (120) workdays.

3. **Fees, invoices and payment of other persons.**

   (a) **Total Fee:** $75,000.00

   (b) **Invoices.** Payment of all amounts due Consultant are to be made upon presentation of the invoice, and will be past due thirty (30) days from receipt of invoice.

   (c) **Payment of Other Persons.** Prior to the issuance of final payment from County, Consultant shall certify to County in writing, in a form satisfactory to County, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

4. **Termination.**

   Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to the other. Upon termination, Consultant shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to County.

5. **Interpretation.**

   If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:

   (a) Agreement
   (b) Exhibit A.

6. **Resources.**

   All equipment, software, Facilities and Consultant Personnel required for the proper performance of services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

7. **Work Product, Intellectual Property, and Information.**

   Consultant agrees that all work product, intellectual property, and information generated in providing services to the County will become the property and information of the County,
specifically including but not limited to, the website. However, the County acknowledges that the Consultant may use similar strategies, information, marketing programs, and recommendations for other clients.

8. **Delegation and Assignment.**

   This is a professional services contract with Consultant and, therefore, Consultant shall not delegate or assign his duties under this Agreement without the prior written consent of County. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

9. **Notices.**

   Any notice, demand or communication, which either party may desire or be required to give to the other party, shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by first class US mail, postage prepaid, addressed as follows:

   If to County: Mayor
   Macon-Bibb County
   700 Poplar Street
   Macon, GA 31202

   If to Consultant: Ecuquant, Inc.
   3715 Northside Pkwy
   Building 300, Suite 620
   Atlanta, GA 30327

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

10. **Independent Contractor.**

    (a) In carrying out its obligations and activities under this Agreement, Consultant is acting as an independent contractor and not as an agent, partner, joint venture or employee of County. Consultant does not have any authority to bind County in any manner.

    (b) CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT AND ITS EMPLOYEE(S) ARE NOT ENTITLED TO RECEIVE: (i) UNEMPLOYMENT INSURANCE BENEFITS; OR (ii) WORKERS COMPENSATION COVERAGE. FURTHER, CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID, RELATED TO THE SERVICES.

11. **Consultant’s Obligations.**
(a) Consultant Personnel. Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the services.

(b) Subcontracting. Unless specifically authorized in this Agreement, Consultant will not enter into any agreement with or delegate any services to any Third Party without the prior written approval of County, which County may withhold in its sole discretion. If Consultant subcontracts any of the services, Consultant shall: (i) be responsible for the performance of services by the subcontractors; (ii) remain County’s sole point of contact for the services; and (iii) be responsible for the payment of any subcontractors.

(c) Conflicts of Interest. Consultant shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

(d) Commercial Activities. Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on County property.

12. Consultant Representations and Warranties. As of the Effective Date and continuing throughout the initial term and any subsequent renewal term, Consultant warrants to the County that:

(a) Authority. Consultant has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Agreement or the provision of services by Consultant is pending or threatened.

(b) Professional Standards. The services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the services.
(c) **Conformity.** The development, creation, delivery, provision, implementation, maintenance and support of all services shall conform in all material respects to the description of such services in this Agreement, including Exhibit “A” attached hereto.

(d) **Materials and Equipment.** Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

(e) **Intellectual Property Rights.** None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the services or work product shall infringe any Third Party’s Intellectual Property Rights or privacy, publicity or other rights.

(f) **Insurance.** Consultant represents and warrants that it will maintain (a) worker’s compensation insurance covering its employees employed on or in connection with the services described in the Agreement in accordance with the laws of each jurisdiction in which such services are to be rendered, and (b) professional liability, general liability and property damage insurance policies with such limits of liability as County has deemed adequate for the services described in the Agreement. Certificates of such insurance are available upon request.

13. **Compliance with Laws.**

   (a) **General.** Consultant and its subcontractors will perform the services in compliance with all Applicable Laws

   (b) **Consents, Licenses and Permits.** Consultant will be responsible for, and the compensation paid under this Agreement shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing services and complying with this Agreement.

14. **Indemnification by Consultant.** Consultant shall indemnify and hold County, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assignees, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:
(a) Consultant’s or Consultant Personnel’s performance, non-performance or breach of this Agreement;

(b) Compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with County or arising in any other manner out of this Agreement or the provision of services by such Consultant Personnel);

(c) Any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of County;

(d) Death of or injury to any individual caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and

(e) Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of, or on behalf of Consultant.

15. **Equal Employment Opportunity Clause.**

During the performance of this agreement, the contractor agrees as follows:

(a) The contractor shall not discriminated 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.

16. **General.**

(a) **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights
had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City.

(b) Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

(c) No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

(d) Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

(e) Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party. CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBLIGATED TO BY CITY AND OF NO FORCE OR EFFECT.

17. Compliance with Laws.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in Bibb County Superior Court or the federal district court in the Middle District of Georgia (Macon Division).

In the event that a dispute should arise relating to the performance of the services under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to seek recovery of all reasonable costs incurred in the prosecution or defense of the claim, including staff time, court costs, attorney’s fees, and other claim related expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.
COUNTY:

MACON-BIBB COUNTY

By: ____________________________________________ Date

Robert A.B. Reichert, Mayor

Attested: ______________________________________ Date

Shelia Thurmond, County Clerk

INDEPENDENT CONTRACTOR:

EUQUANT, INC.

By: ______________________________________ Date

Thomas D. Boston, CEO

Attested: _____________________________________ Date

Linje Boston, CFO
MACON-BIBB COUNTY, GEORGIA

Request for Professional Services (RPS)

FOR

Consultant

to perform

Disparity Needs Assessment

14-018-ND

MACON-BIBB COUNTY

ISSUE DATE: MAY 02, 2014

MBE/WBE/DBE Participation: Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE sub-consultants where possible.
1. GENERAL

A. Invitation

Notice is hereby given that Macon-Bibb County will receive responses to the Request for Professional Services (original plus 3 copies) in the Procurement Department, 682 Cherry Street, 8th Floor, Macon, Georgia 31201, until 12:00 o’clock NOON at the time legally prevailing in Macon, Georgia on Thursday, May 29, 2014, for Consultant to perform a Disparity Needs Assessment for Macon-Bibb County.

NO LATE RESPONSES WILL BE CONSIDERED

The names of responding firms will be publicly read on Thursday, May 29, 2014, at 2:00 P.M. in the Macon-Bibb County Procurement Department Conference Room, located on the 8th Floor of the Government Center Annex Building at 682 Cherry Street, Macon Georgia 31201.

B. Definitions

Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in this document, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

C. Solicitation Documents

Announcement of this Request for Professional Services may also be posted on the Macon-Bibb County website at www.maconbibb.us/purchasing and on the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

D. Insurance Requirements

A copy of the respondent’s standard Errors and Omission Insurance shall be included with the submission.

E. Submittals

Responses must be sealed and identified on the outside of the package as and delivered to

“RPS 14-018-ND - Disparity Needs Assessment”
Macon-Bibb County Procurement Department
682 Cherry Street
8th Floor
Macon, Georgia 31201
Telephone: (478) 803-0550

Submissions may not be withdrawn for a period of one hundred and twenty (120) days after the deadline on date of closing. Macon-Bibb reserves the right to reject any and all submissions and to waive technicalities and formalities. Respondents shall carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Submittals and any other information submitted by in response to the RPS shall become the property of Macon-Bibb County.
F. Responsiveness

In order to be considered “responsive” the submission must include completed copies of the following documents:
- Price Proposal Form
- Proposer Qualification Form
- List of Sub-Consultants
- Minority Participation Goal
- Financial & Legal Stability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit

G. Responsibility

In order to be considered “responsible” the submitting firm must meet the following minimum qualifications:
- Three (3) years of experience providing the services included herein
- Licensed to do business in the State of Georgia
- Financially and Legally responsible to perform the services included herein

H. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm’s ability to meet the requirements of this RPS. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner’s needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RPS and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RPS or contract when deemed to be in the Owner’s best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RPS. Owner will not be bound to act by any previous knowledge, communication or submission by the firms other than this RPS.

Failure to comply with the requirements contained herein may result in the submission being deemed “non-responsive” or “non-responsible”. None responsive submissions will not be reviewed for potential award.

II. BACKGROUND

Macon-Bibb County Government (MBCG) is seeking to determine if its current practices in the procurement of goods and services as well as in the bidding process for Macon-Bibb County projects provide full and fair opportunities to compete to all segments of the population of Macon-Bibb County. In order to accurately obtain this information, the Macon-Bibb County Commission has determined that an analysis of existing Macon-Bibb County Procurement practices is necessary to determine if a disparity study may be necessary to resolves potential disparities in the procurement process. The Resolution approved by MBCG Commission is included as Attachment “A”, attached hereto and incorporated herein.
III. SCOPE OF SERVICES

Analyze existing Macon-Bibb County Procurement practices to determine if a disparity study may be necessary to resolve potential disparity in the Procurement process. Assist in drafting a request for proposals to be used to procure the disparity study should the consultant determine that such a disparity study is needed. Assist in the selection of a vendor to perform a disparity study.

IV. SUBMITTAL FORMAT AND REQUIREMENTS

Submissions must be limited to a total of twenty (20) pages and must be organized in a manner to display the required information in easily accessible tabs labeled:

Consultant Background
- Letter of Interest
- History of the Consultant (including years in business)
- Contact information (including address(es), telephone/Fax numbers, email, etc.)
- Structure of the firm (include principal(s), project team, if applicable)

Experience
- Resume(s) of key personnel
- Reference list
- List of projects with similar scope and size
- Commitment to use of MBE/WBE/DBE as part of fulfillment of services to berendered
- Summarize qualifications, knowledge, or expertise in each of the following areas:
  - S/M/W/DBE business development programs
  - Racial discrimination analysis
  - Statistical analysis
  - Government procurement, generally
  - State of Georgia law regarding goods, services, and construction contracts
  - Recent case law regarding the legal requirements for minority and women owned business development programs, disparity study methodology, with particular emphasis on cases applicable to the 11th Judicial Circuit
  - Current trends and practices in minority, women, and disabled owned business development or similar programs
  - Economics
  - Familiarity with applicable laws

Project Approach
- Detailed plan for accomplishing the Disparity Needs Assessment
- Information collection method (interviews, document review, etc.)
- Number of visits required to complete
- Other relevant processes to be utilized in collecting information to determine whether a disparity study is necessary

Project Timeline
- Provide a project schedule outlining each identified deliverable

V. SCORING (total possible number of points = 100)

Experience – Maximum 35 points
Project Approach – Maximum 20 Points
Project Timeline – Maximum 20 Points
Price – Maximum 25 Points

Scoring will be performed by a team of reviewers utilizing the Point Allocation Guidelines included as Attachment “B”.

VI. AWARD BASIS

Award will be recommended to the respondent with the highest number of points.
**PRICE PROPOSAL FORM**

### Disparity Needs Assessment

<table>
<thead>
<tr>
<th>Pricing</th>
<th>$ ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of calendars days required for completion</td>
<td>____________ days</td>
</tr>
</tbody>
</table>

### BIDDER INFORMATION

- **Company Name:**
- **Company Address:**
- **Authorized By (typed or printed name):**
- **Title:**
- **Authorized Signature:**
- **Date:**
- **Telephone Number:**
- **Fax Number:**
- **Email Address:**

### REMISSION INFORMATION (where payments should be sent)

- **Remit to Name:**
- **Remit to Address:**
- **City:**
- **State:**
- **Zip:**
- **County:**
- **Phone:**
- **Fax:**
- **Toll Free:**
- **Email:**
- **Tax ID:**
  - □ SSN
  - □ Federal Tax ID
- **Business Type:**
  - □ Individual
  - □ Business
  - □ Misc.

### PURCHASE ORDER INFORMATION (where purchase orders should be sent)

- **Purchase Order Name:**
- **Purchase Order Address:**
- **City:**
- **State:**
- **Zip:**
- **County:**
- **Phone:**
- **Fax:**
- **Toll Free:**
- **Email:**
- **Payment Terms: Discount:**
  - %
- **No. Days:**
- **Net Due:**
- **Freight Terms: Ship Via:**
  - FOB

### MBE/DBE/WBE STATUS (check appropriate box(es))

- □ African American
- □ Hispanic
- □ Native American
- □ Asian American
- □ Disabled
- □ Woman-Owned
- □ Not-Applicable
PROPOSER QUALIFICATION FORM

Company Name: ____________________________
Address: __________________________________
When Organized: __________________________ Where Incorporated: _______________________
How many years have you engaged in business under the present firm name? ______________________
Contracts now in hand? ______________________
Has bidder ever refused to execute a contract at the original bid amount? ______________________
Has bidder ever been declared in default on a contract? ______________________
Comments: ________________________________

Company Name: ____________________________
Authorized By (typed name): __________________
Authorized Signature: ________________________ Date: ______________________
Title: __________________ Date: ____________

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>____________________</td>
<td>________</td>
<td>_______</td>
<td>________</td>
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<td>____________________</td>
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<td>____________________</td>
<td>________</td>
<td>_______</td>
<td>________</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE _____ DAY OF __________, 201___
My Commission Expires: _______________________

[NOTARY SEAL]

Notary Public
LIST OF SUB-CONSULTANTS

I do ___ do not ___, 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>
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</tr>
</tbody>
</table>

Contractor Name
MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>□ MBE □ WBE □ DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Company Address</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

I do __, do not __, propose to employ the minority sub-consultants as listed below on some of the work on this project.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
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<tr>
<td>□ MBE □ WBE □ DBE</td>
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<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation. Pending litigations (if any) will not affect the firm’s ability to perform on this contract, if awarded.

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF ________________, 201__ My Commission Expires: ________________

______________________________
Notary Public

[NOTARY SEAL]
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
(E-VERIFY) AFFIDAVIT

Contract No. and Name:__________________________________________________________

Name of Contracting Entity:_____________________________________________________

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

EBV/E-Verify™ User Identification Number __________________________ Date of Authorization ______

By: Authorized Officer or Agent (Name of Person or Entity) ________________________ Date __________

Title of Authorized Officer or Agent Officer or Agent ____________________________ Printed Name of Authorized ______________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF ________ 201__ My Commission Expires: _______________________[NOTARY SEAL]

Notary Public

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REQUEST THAT MACON-BIBB COUNTY ISSUES A REQUEST FOR QUALIFICATIONS FOR CONSULTING SERVICES TO ANALYZE EXISTING PROCUREMENT PRACTICES TO DETERMINE IF A DISPARITY STUDY MAY BE NECESSARY; AND FOR OTHER PURPOSES.

WHEREAS, disparity studies are systematic analysis of whether disparity exists in a community between the capacity of certain qualified firms to participate in that community's local economy and the number of those firms that actually do participate in the local economy; and

WHEREAS, a result of the science documented in the disparity study, public policy can be implemented to craft specific short-term remedial measures to increase participation by those underutilized firms; and

WHEREAS, the City of Macon attempted to complete its first and only disparity study in 1999, with the assistance of Dr. Tommy Boston of the Georgia Institute of Technology; and

WHEREAS, this study has not been updated since its completion 15 years ago; and

WHEREAS, the circumstances in Macon and Bibb County are likely quite different today than they were in 1999. For instance we know that:

1. The demographics and composition of the community have shifted substantially;
2. The City and County governments are now consolidated;
3. The prevailing case law related to remedial action to correct disparities has changed and evolved over the last 15 years;
4. Technology is vastly different now than it was 15 years ago;
5. There are likely to be other differences/changes that can only be identified by undertaking such a study; and

WHEREAS, at its final meeting on December 17, 2013, the Bibb County Board of Commissioners unanimously recommended that the new consolidated government commission a disparity study; and

WHEREAS, Section 32 of the Macon-Bibb County Charter calls for the creation of a new Office of Small Business Affairs that, among other duties, is charged with increasing opportunities for small, local, minority, women and other historically underutilized businesses; and
ATTACHMENT "A"
APPROVED RESOLUTION

WHEREAS, a new disparity study could serve to provide empirical evidence for the Office of Small Business Affairs to utilize in carrying out its duties; and

WHEREAS, such a study could also create justifications for the establishment competent standards, goals, timetables, and policies; 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 Macon-Bibb County should, as soon as is practically possible, issue a request for qualifications for consulting services to analyze the existing Macon-Bibb County procurement practices to determine if a disparity study may be necessary to resolve potential disparities in the procurement process. This consultant should also have the capacity to assist in the drafting of a request for proposals to be used to procure the disparity study, should the consultant determine that such a disparity may exist.

BE IT FURTHER RESOLVED that in drafting the request for qualifications and any potential request for proposals; the County Manager, the Procurement Department, and any other applicable department, officer, official, or employee shall coordinate with the County Attorney’s office and Compliance office.

SO RESOLVED this 14th day of March, 2014.

Robert A. B. Reichert
ROBERT A. B. REICHERT, MAYOR

ATTEST: Geneva Trimard

Chief of the Commission

FINES MAON-BIBB COUNTY Auditor requesting RFP for disparity analysis v.2.doc
### ATTACHMENT “B”
### POINTS ALLOCATION GUIDELINES

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide exceptional services.</td>
</tr>
<tr>
<td>25</td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide above average services.</td>
</tr>
<tr>
<td>15</td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide average services.</td>
</tr>
<tr>
<td>5</td>
<td>Firm has identified customers; however none that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. OR Customers contacted are able to verify the service levels and capability of the respondent to provide poor services.</td>
</tr>
<tr>
<td>0</td>
<td>Firm has identified no customers with similar projects or has failed to meet the minimum qualifications.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Project Approach - MAXIMUM 20 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Proposed project approach is exceptional and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. All anticipated resources are identified, including staff, technology and equipment. The proposal includes substantial evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td>10</td>
<td>Proposed project approach is adequate and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Many anticipated resources are identified, including staff, technology and equipment. The proposal includes some evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td>5</td>
<td>Proposed project approach is marginal and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Some anticipated resources may be identified, including staff, technology and equipment. The proposal includes little or no evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td>0</td>
<td>Proposed project approach is subpar and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Very few or no resources are identified, including staff, technology and equipment. The proposal includes no evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Project Timeline - MAXIMUM 20 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Exceeds expectations of timeliness for project.</td>
</tr>
<tr>
<td>10</td>
<td>Meets expectations of timeliness for project.</td>
</tr>
<tr>
<td>0</td>
<td>Does not meet expectations of timeliness for project.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Pacing - MAXIMUM 25 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Points calculated by Procurement using a standard formula.</td>
</tr>
</tbody>
</table>

13
### PRICE PROPOSAL FORM

**Disparity Needs Assessment**

<table>
<thead>
<tr>
<th>Pricing</th>
<th>$75,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of calendars days required for completion</td>
<td>120 days</td>
</tr>
</tbody>
</table>

### BIDDER INFORMATION

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Euquant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
<td>3715 Northside Parkway Building 300 Suite 620 Atlanta, GA 30327</td>
</tr>
<tr>
<td>Authorized By (typed or printed name):</td>
<td>Thomas Boston</td>
</tr>
<tr>
<td>Title:</td>
<td>CEO</td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Thomas Boston</td>
</tr>
<tr>
<td>Date:</td>
<td>5/28/14</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>678.909.6608</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>678.909.3921</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Thomas.Boston@euquant.com">Thomas.Boston@euquant.com</a></td>
</tr>
</tbody>
</table>

### REMITTANCE INFORMATION (where payments should be sent)

| Remit to Name:          | Euquant          |
| Remit to Address:       | 3715 Northside Parkway Building 300 Suite 620 |
| City:                   | Atlanta          |
| State:                  | GA               |
| Zip:                    | 30327            |
| County:                 | Fulton           |
| Phone:                  | 678.909.6608     |
| Fax:                    | 678.909.3921     |
| Email:                  | Thomas.Boston@euquant.com |
| Tax ID:                 | □ SSN           |
| Federal Tax ID:         | 562448970        |
| Business Type:          | □ Individual □ Business □ Misc. |

### PURCHASE ORDER INFORMATION (where purchase orders should be sent)

| Purchase Order Name:     |                             |
| Purchase Order Address:  |                             |
| City:                   | State:                     |
| Zip:                    | County:                    |
| Phone:                  | Fax:                       |
| Contact:                | Email:                     |
| Payment Terms: Discount | % No. Days Net Due          |
| Freight Terms: Ship Via: | FOB                        |

### MBE/DBE/WBE STATUS (check appropriate box(es))

<table>
<thead>
<tr>
<th>African American</th>
<th>Hispanic</th>
<th>Native American</th>
<th>Asian American</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Disabled</td>
<td>Woman-Owned</td>
<td>Not-Applicable</td>
<td></td>
</tr>
</tbody>
</table>
PROPOSER QUALIFICATION FORM

Company Name: Euquant
Address: 3715 Northside Parkway Building 300 Suite 620 Atlanta, GA 30327
When Organized: ___________ Where Incorporated: 1994
How many years have you engaged in business under the present firm name? 7
Contracts now in hand? 5
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? No
Comments:

Company Name: Euquant
Authorized By (typed name): Thomas Boston
Authorized Signature: [Signature]
Title: CEO
Date: 5/28/14

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>Cuyahoga County</td>
<td>Cleveland, OH</td>
<td>Jennifer Lastery</td>
<td>202-698-6766</td>
</tr>
<tr>
<td>GlaxoSmithKline</td>
<td>Raleigh, NC</td>
<td>Denise Gatling</td>
<td>919-280-0445</td>
</tr>
<tr>
<td>Georgia Dept. Transportation</td>
<td>Atlanta, GA</td>
<td>Michael Cooper</td>
<td>404-631-1500</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28th DAY OF May, 2014
My Commission Expires: 07/11/16

[NOTARY SEAL]

Notary Public

KENNETH M JACKON
NOTARY PUBLIC
Clayton County
State of Georgia
LIST OF SUB-CONSULTANTS

I do __, do not __, 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>
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</tbody>
</table>

Contractor Name
MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

<table>
<thead>
<tr>
<th>PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
</tr>
<tr>
<td>Company Address</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Authorized Signature</td>
</tr>
<tr>
<td>Telephone Number</td>
</tr>
<tr>
<td>Fax Number</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
</tbody>
</table>

I do __, do not __ propose to employ the minority sub-consultants as listed below on some of the work on this project.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
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<tr>
<td>□ MBE □ WBE □ DBE</td>
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<tr>
<td>□ MBE □ WBE □ DBE</td>
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<td></td>
</tr>
</tbody>
</table>

8
*** RENEWAL CERTIFICATE ***

United States Liability Insurance Company
1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:
EuQuant Inc.
100 Galleria Parkway SE
Suite 260
Atlanta, GA 30339

POLICY PERIOD: (MO. DAY YR.) From: 04/05/2014 To: 04/05/2015

BUSINESS DESCRIPTION: Economic Consultant, Economic Policy Analysis

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER SP 1001511K IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED:

<table>
<thead>
<tr>
<th>Coverage Part</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specified Professions Professional Liability Errors And Omissions Coverage Part</td>
<td>$3,728.00</td>
</tr>
</tbody>
</table>

TOTAL: $3,728.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/85)

Agent: SOUTHERN INSURANCE UNDERWRITERS (GA) (1269)
P.O. Box 105089
Atlanta, GA 30348-5609

Broker: Insurance Counseling & Management
1215 HighTower Tr.
Suite B-120
Atlanta, GA 30350

Issued: 03/21/2014 3:57 PM

By: [Signature]
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORMS AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.
# EXTENSION OF DECLARATIONS

**Policy No. SP 1001511L**

**Effective Date:** 04/05/2014

**12:01 AM STANDARD TIME**

## FORMS AND ENDORSEMENTS

The following forms apply to the Specified Professions Professional Liability Errors and Omissions coverage part:

<table>
<thead>
<tr>
<th>Endno</th>
<th>Revised</th>
<th>Description of Endorsements</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROF-001</td>
<td>08/01</td>
<td>Absolute Pollution Exclusion - Professional</td>
</tr>
<tr>
<td>SP</td>
<td>07/09</td>
<td>Specified Professions Professional Liability Coverage Form</td>
</tr>
<tr>
<td>SP 210</td>
<td>07/09</td>
<td>Retroactive Date Endorsement</td>
</tr>
<tr>
<td>SP 212</td>
<td>07/09</td>
<td>Amendment Of Definition Of Insured Endorsement</td>
</tr>
<tr>
<td>SP 217</td>
<td>07/09</td>
<td>Known Circumstances Revealed In Application Exclusion Endorsement</td>
</tr>
<tr>
<td>SP GA</td>
<td>05/10</td>
<td>Georgia State Amendatory Endorsement</td>
</tr>
<tr>
<td>SP Jacket</td>
<td>09/10</td>
<td>Specified Professions Professional Liability Policy Jacket</td>
</tr>
</tbody>
</table>

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

EOD (01/09)  
All other terms and conditions remain unchanged.
## Specified Professions Professional Liability Errors & Omissions Coverage Part Declarations

**Please read your policy carefully.**

This is a claims made policy coverage form and unless otherwise provided herein, the coverage of this form is limited to liability for claims first made during the policy period, or the extension period, if applicable. Defense costs shall be applied against the deductible.

---

**No. SP 1001511L**

**Effective Date:** 04/05/2014

**12:01 AM standard time**

---

**ITEM I. NAMED INSURED AND PRINCIPAL ADDRESS**

EuQuant Inc.
100 Galleria Parkway SE
Suite 250
Atlanta, GA 30339

---

**ITEM II. POLICY PERIOD: (MM/DD/YYYY) From:** 04/05/2014  **To:** 04/05/2015

---

**Specified Professions Professional Liability**

**ITEM III. LIMITS OF LIABILITY**

- $1,000,000 EACH CLAIM
- $1,000,000 ANNUAL AGGREGATE

**ITEM IV. DEDUCTIBLE:**

- $1,000 EACH CLAIM

**ITEM V. PREMIUM:**

- $3,726

**ITEM VI. RETROACTIVE DATE:**

- 04/05/2001

---

**ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at See Endorsement E00 (04/05)**

---

**ITEM VIII.** Solely in the performance of Professional Services as a(n) Economic Consultant, Economic Policy Analysis for others for a fee.

---

**These declarations are part of the policy declarations containing the name of the insured and the policy period.**

**SP 150 (09/14)**
UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM

RETROACTIVE DATE ENDORSEMENT

Section II. FULL PRIOR ACTS COVERAGE PROVISION, is deleted in its entirety and replaced with the following:

In consideration of the premium paid, it is agreed that the Company shall not be liable to make any payment for Loss or Claim Expenses in connection with any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a Wrongful Act committed, or alleged to have been committed prior to 04/05/2001.

Coverage shall also not apply to any Claim based upon or arising out of any Wrongful Act or circumstances likely to give rise to a Claim of which any Insured had knowledge, or otherwise had basis to reasonably anticipate might result in a Claim, prior to the inception of this Policy (including, but not limited to, any prior Claim or possible Claim or circumstance referenced in the Application.)

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the Insured's Policy and takes effect on the effective date of the Insured's Policy, unless another effective date is shown.
UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:  
SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM

KNOWN CIRCUMSTANCES REVEALED IN APPLICATION  
EXCLUSION ENDORSEMENT

It is agreed that the Company shall not be liable to make any payment for Loss or Claim  
Expenses in connection with any Claim made against any Insured based upon, arising out of,  
directly or indirectly resulting from, in consequence of, or in any way involving any matter, fact,  

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the  
Insured’s Policy and takes effect on the effective date of the Insured’s Policy unless another  
effective date is shown.
24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

FOR CLAIM REPORTING CALL TOLL FREE: 1-888-875-5231

OR

YOU MAY REPORT ON-LINE AT USLI.COM AND SELECT THE "REPORT A CLAIM" OPTION.

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC</th>
<th>PROJECT</th>
<th>GL/AEC/ CODE/BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/16/2014</td>
<td>918-06 918-49</td>
<td>RPS 14-018-ND Disparity Needs Assessment</td>
<td>$/</td>
<td>Nyesha Daley</td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- ☑ Buyer’s Award Recommendation (this form)
- ☑ Proposal Evaluation Summary
- ☑ Pricing Score Sheet
- ☑ Evaluation Committee Discussion Matrix
- ☑ Responsiveness Matrix
- ☑ Points Allocation Guidelines (published with RPS)

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>
</thead>
<tbody>
<tr>
<td>Euquant, Inc.</td>
<td>$75,000.00</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

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BIDDER DID NOT MEET THE SPECIFICATION</th>
</tr>
</thead>
</table>

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

Award Requirements: ☐ HOLD FOR MBCC AWARD ☐ HOLD FOR MBCC ACTION

Details of solicitation process:

Request for Professional Services (RPS) #14-018-ND was issued and posted to the Macon-Bibb Procurement webpage and the Georgia Procurement Registry for 27 days. On May 29, 2014 five (5) responses were received in Procurement at the date/time posted in the RPS. An evaluation committee was assembled, consisting of representatives from County Management, County Attorney’s Office, Small Business Affairs, and facilitated by the Procurement Department. Submissions were tabulated and reviewed for responsiveness; all vendors were found responsive and their submissions were presented to the committee for review during a procedural meeting. Each committee member was required to sign a “Conflict of Interest” statement to ensure the integrity of the process. The committee met on 6/9/2014 to discuss and score the submissions employing the Points Allocation Guidelines developed for the solicitation. The prices were scored separately utilizing a standard formula. The total scores were tabulated and award is recommended to the number one ranked firm, Euquant, Inc.

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

Title: Procurement Facilitator

SIGNATURE: [Signature]

DATE: [Date]

EXHIBIT: [Exhibit]
<table>
<thead>
<tr>
<th>Name</th>
<th>Women Flying High</th>
<th>The Bomb Company</th>
<th>Hatter Strategic Consulting Services</th>
<th>Student Inc.</th>
<th>BL Well Consulting</th>
<th>Proposal #1</th>
<th>Proposal #2</th>
<th>Proposal #3</th>
<th>Proposal #4</th>
<th>Proposal #5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>06/06/2014</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIGNATURE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Macon-Bibb County Procurement
#### 14-018-ND - Disparity Needs Assessment

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Proposal pricing</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL Wall Consulting</td>
<td>$37,640.00</td>
<td>20.25</td>
</tr>
<tr>
<td>Euquant, Inc.</td>
<td>$75,000.00</td>
<td>10.15</td>
</tr>
<tr>
<td>Hathor Strategic Consulting Services</td>
<td>$67,500.00</td>
<td>11.28</td>
</tr>
<tr>
<td>The BomaQ Companies</td>
<td>$58,000.00</td>
<td>13.13</td>
</tr>
<tr>
<td>Women Flying High</td>
<td>$30,500.00</td>
<td>25.00</td>
</tr>
</tbody>
</table>

Lowest price receives the total number of available points.

- **BL Wall Consulting**
  - Proposal: $37,640.00
  - Calculation: $30,500 / 37,640 = 0.810 × 25 = 20.25 points

- **Euquant, Inc.**
  - Proposal: $75,000.00
  - Calculation: $30,500 / 75,000 = 0.406 × 25 = 10.15 points

- **Hathor Strategic Consulting Services**
  - Proposal: $67,500.00
  - Calculation: $30,500 / 67,500 = 0.451 × 25 = 11.28 points

- **The BomaQ Companies**
  - Proposal: $58,000.00
  - Calculation: $30,500 / 58,000 = 0.525 × 25 = 13.13 points

- **Women Flying High**
  - Proposal: $30,500.00
  - Calculation: $30,500 / 30,500 = 1.000 × 25 = 25.00 points

**Lowest Price is $30,500 = 25 Points**

---

*Signature*

I do hereby certify that the prices included for all vendors are complete in accordance with vendor's proposal submission.
**Bl. Wall Consulting**

<table>
<thead>
<tr>
<th>PROS</th>
<th>CONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Has done previous disparity studies</td>
<td>- Not local</td>
</tr>
<tr>
<td>- Could do it if workload permits</td>
<td>- How realistic is the timetable?</td>
</tr>
<tr>
<td>- Commitment to use will certify in GA if selected</td>
<td>- May not understand the laws and challenges of the state of Georgia</td>
</tr>
<tr>
<td>- From &quot;the triangle&quot; where firms typically understand how to promote growth</td>
<td>- Travel costs (not included) could skew total cost</td>
</tr>
<tr>
<td></td>
<td>- May be beyond their displayed capability</td>
</tr>
<tr>
<td></td>
<td>- Capacity concerns</td>
</tr>
<tr>
<td></td>
<td>- Did the vendor truly understand the scope</td>
</tr>
</tbody>
</table>

**EUQUANT, Inc.**

<table>
<thead>
<tr>
<th>PROS</th>
<th>CONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Client list is impressive</td>
<td>- Price concerns (high)</td>
</tr>
<tr>
<td>- National experience</td>
<td>- Past study did not provide data needed — why hire again? (1999 Study)</td>
</tr>
<tr>
<td>- Has done this before</td>
<td></td>
</tr>
<tr>
<td>- Great project plans</td>
<td></td>
</tr>
<tr>
<td>- Timeline is sensible</td>
<td></td>
</tr>
<tr>
<td>- Understands the project</td>
<td></td>
</tr>
<tr>
<td>- Familiar with the locale</td>
<td></td>
</tr>
<tr>
<td>- No potential hidden costs</td>
<td></td>
</tr>
<tr>
<td>- Detailed — would/could deliver</td>
<td></td>
</tr>
<tr>
<td>- 1999 study — the government may not have properly guided the firm — hence the lack of data</td>
<td></td>
</tr>
</tbody>
</table>

**Hathor Strategic Consulting Services**

<table>
<thead>
<tr>
<th>PROS</th>
<th>CONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Ok /Almost!</td>
<td>- One submission missing a page (page 10)</td>
</tr>
<tr>
<td>- Understands the scope</td>
<td>- Seems 1 person driven</td>
</tr>
<tr>
<td>- Economists</td>
<td>- Two different timelines included (37.5 vs. 90 days)</td>
</tr>
<tr>
<td>- Competitive costs</td>
<td>- How much time will be devoted to this project</td>
</tr>
<tr>
<td>- Great references</td>
<td></td>
</tr>
<tr>
<td>- Insight/Understanding of legal, disparity, and procurement</td>
<td></td>
</tr>
<tr>
<td>- Compliance driven</td>
<td></td>
</tr>
<tr>
<td>- Published articles on the topic</td>
<td></td>
</tr>
<tr>
<td>- Timeline</td>
<td></td>
</tr>
<tr>
<td>- Knows how to avoid disparity</td>
<td></td>
</tr>
</tbody>
</table>
### The BomaQ Companies

<table>
<thead>
<tr>
<th>PROS</th>
<th>CONS</th>
</tr>
</thead>
</table>
| None highlighted | • Timeline; “at least”  
• Not clear on prior experience  
• Not clear on use of sub-consultants  
• Strength of submission is missing  
• Does not appear to have professional capacity  
• No hard costs |

### Women Flying High

<table>
<thead>
<tr>
<th>PROS</th>
<th>CONS</th>
</tr>
</thead>
</table>
| • Has the capacity to find a firm to do this assessment  
• Low costs but...  
• Detailed cost breakout  
• Would make a great partner for the SBA | • Limiting; their presence/process could create a disparity  
• Will they be able to reach the type of vendor typically hired by Macon-Bibb  
• Do they understand the scope  
• Cost not realistic  
• Could there be hidden costs in travel, printing, legal, research, etc. |
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Price</th>
<th>Quals. Sub-Cons.</th>
<th>Minority</th>
<th>Legal &amp; Ethical</th>
<th>Financial</th>
<th>Responsiveness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woman Flying High</td>
<td>$10,000</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>The Bomaq Companies</td>
<td>$15,000</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Enquant, Inc.</td>
<td>$35,000</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>BL-Well Consulting</td>
<td>$37,500</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
</tbody>
</table>

I certify that this is a correct tabulation of submittals received and opened at the time and place as stated in the RPS.

I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.

By: Nyasha Dalen, M.A, CPDR
Procurement Director

6/7/2014
## ATTACHMENT "B"
### POINTS ALLOCATION GUIDELINES

<table>
<thead>
<tr>
<th>POINTS</th>
<th>References Provided and/or Past Experience – MAXIMUM 35 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide exceptional services.</td>
</tr>
<tr>
<td>25</td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide above average services.</td>
</tr>
<tr>
<td>15</td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide average services.</td>
</tr>
<tr>
<td>5</td>
<td>Firm has identified customers; however none that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. OR Customers contacted are able to verify the service levels and capability of the respondent to provide poor services.</td>
</tr>
<tr>
<td>0</td>
<td>Firm has identified no customers with similar projects or has failed to meet the minimum qualifications.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Project Approach – MAXIMUM 20 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Proposed project approach is exceptional and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. All anticipated resources are identified, including staff, technology and equipment. The proposal includes substantial evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td>10</td>
<td>Proposed project approach is adequate and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Many anticipated resources are identified, including staff, technology and equipment. The proposal includes some evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td>5</td>
<td>Proposed project approach is marginal and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Some anticipated resources may be identified, including staff, technology and equipment. The proposal includes little or no evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td>0</td>
<td>Proposed project approach is subpar and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Very few or no resources are identified, including staff, technology and equipment. The proposal includes no evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Project Timeline – MAXIMUM 20 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Exceeds expectations of timeliness for project.</td>
</tr>
<tr>
<td>10</td>
<td>Meets expectations of timeliness for project.</td>
</tr>
<tr>
<td>0</td>
<td>Does not meet expectations of timeliness for project.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Pricing – MAXIMUM 25 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points calculated by Procurement using a standard formula.</td>
<td></td>
</tr>
</tbody>
</table>
RPS 14-018-ND-
DISPARITY NEEDS
ASSESSMENT

To: Macon-Bibb County Procurement Department
682 Cherry Street 8th Floor
Macon, Georgia 31201
Telephone: (478) 803-0550

From: Euquant Inc.
3715 Northside Plaza Building 100 Suite 620
Atlanta, GA 30327
F: 678-909-6608    T: 678-909-3921

EUQUANT
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CONSULTANT BACKGROUND

LETTER OF INTEREST

On behalf of EuQuant's staff, we are pleased to submit this proposal to Macon-Bibb County in response to your request for a Disparity Study Needs Assessment. EuQuant (formerly Boston Research Group, Inc.) conducted the 1999 Macon Area Consortium Disparity Study. We would be honored to be considered for this assessment, which is designed to determine whether or not a disparity study update is warranted.

EuQuant is an economic research company whose mission is to empower clients with data-driven solutions for achieving success. It specializes in quantitative evaluations of programs, projects, and policies. The company's clients include Fortune 100 corporations, federal, state and local governmental agencies, nonprofit organizations and several of the world's fastest growing developing countries.

A Unique Value Based Approach

EuQuant's approach to conducting the assessment differs radically from that of the typical disparity study consultant. Standard disparity study approaches often lead to a dead end when it comes to increasing minority and women business enterprises (MWBEs). Therefore, we propose an alternative. Specifically, our assessment will yield two value based outcomes: 1. A Gap Analysis of MWBE Utilization; 2. A Small Business Program Diversity Assessment.

The Gap Analysis measures the unused capacity of MWBEs by industry, race, ethnicity and gender, the results of which can be used as a basis for deciding whether a disparity study is warranted. Capacity is the volume of work and largest contract a company is capable of performing given its attributes.

The Small Business Program Diversity Assessment will improve the effectiveness and efficiency of the program. It will examine minority and women owned businesses that currently participate in the Macon-Bibb County Small Business Program; measure the capacity of each small business; identify the small business certification size standard that would maximize the use of MWBEs; make recommendations regarding the size and industry of solicitations to designate for small business competition; and provide a framework for establishing race-neutral and gender-neutral aspirational goals.

Rationale for the Unique Approach

As an economic consulting company, EuQuant understands the fiscal and legal challenges facing governmental jurisdictions. Unfortunately, we have witnessed numerous occasions where agencies have commissioned costly disparity studies whose recommendations were not implemented because of the fear of litigation. Today, courts expect to see significant attempts at implementing race-and gender-neutral programs prior to a consideration of race conscious remedies.
Local governments, unlike state agencies, operate within a very litigious environment in regards to MWBE preference programs. Few local race-based remedial programs have survived court scrutiny. Furthermore, the recent US Supreme Court decision, which affirmed a Michigan voter initiative to ban affirmative action, has further heightened the scrutiny on race conscious programs. As such, it is critical that government agencies have factual evidence regarding the extent of contracting disparities and have made serious efforts to achieve MWBE utilization in a race and gender neutral manner - prior to resulting to race conscious remedies. The Gap Analysis provides a more exacting analysis of disparity because it measures the difference in MWBE utilization relative to capacity, and not just to availability.

Even if an assessment determined that the disparity study was warranted, a prudent course of action would be to first consider implementing race and gender-neutral policies that attempt to reduce the disparity through the small business program. That is, the current case law governing participation in local or state government programs generally require serious consideration of race, ethnic and gender-neutral measures to increase MWBE participation. See, e.g., *Northern Contracting, Inc. v. Illinois DOT*, 473 F.3d 715, 724 (7th Cir. 2007); *Dade County*, 122 F.3d at 927; *Drabik*, 214 F.3d 730 (6th Cir. 2001); *Hershell Gill Consulting*, 335 F. Supp. 2d 1305 (S.D. Fla. 2004); 49 C.F.R. § 26.51. Court cases have suggested a number of race-, ethnic-, and gender-neutral measures that the various programs made available to MWBEs and other small businesses. Cases indicate that local governments "seriously" consider race, ethnic and gender-neutral means to facilitate participation by small businesses and MWBEs.

See, e.g., *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989); *Northern Contracting, Inc. v. Illinois DOT*, 473 F.3d 724 (7th Cir. 2007); *Cone Corp.*, 908 F.2d 908 (1990); *Drabik*, 214 F.3d 730 (6th Cir. 2001).

**HISTORY OF CONSULTANT AND CONTACT INFORMATION**

**Why EuQuant?**

EuQuant's CEO, Dr. Thomas D Boston, served as the consultant on the Macon Area Consortium Disparity Study is conducted in 1999. Within the state of Georgia, the company has also conducted disparity studies for the Georgia Department of Administrative Services, the Georgia Department of Transportation, Hartsfield-Jackson International Airport, Richmond County, Grady Health Systems, Fulton County, and for 10 years EuQuant served as the primary consultant to the City of Atlanta's EBO Program.

Nationally, EuQuant is currently conducting a milestone study of minority business capacity for the US Small Business Administration. The company previously conducted an assessment of minority business capacity and performance for the Congressional Black Caucus, which led to a revision of policies affecting the federal 8(a) Program, SDB Program and USDOT DBE Programs.

In 2012, EuQuant's CEO was designated the primary data and research analyst for the US Senate Committee on Small Business and Entrepreneurship. In this capacity, EuQuant assisted
the Committee by providing empirical research in support of its mission to improve the effectiveness and performance of the nation’s small and disadvantaged business programs.

Unlike other consultants, the company does not specialize in disparity studies, but rather in data analytics on small and minority owned businesses. Nevertheless, the high valued research engagements the company has conducted at the local, state and national levels required an intricate understanding of Croson Case law, its standards and progeny.

Because Dr. Boston is an economics professor at Georgia Tech and author of six books, EuQuant’s research are held to the highest standard; its methods not only meet but also exceed Croson standards. Dr. Boston also serves as a regular economics contributor to CNN and he has served on the Atlanta Federal Reserve Advisory Counsel for Small and Midsize Businesses. He testifies regularly before congressional committees regarding policies and programs affecting minority businesses.

EuQuant’s Vice President, Dr. Catherine Ross, is one of the country’s leading urban and regional planners and transportation researchers. She was formerly Executive Director of the Georgia Regional Transportation Authority. EuQuant’s staff consists of statisticians and marketing researchers who, together with its leaders, provide it clients with research at the cutting edge of knowledge.

Internationally, EuQuant advised the National Assemblies of Nigeria and South Africa on monitoring and evaluating the impact of Millennium Development Goals. Currently, it has been commissioned by the African Union to create the “Database on African Democratic Development”. This project will allow the AU to monitor and evaluate the progress of the 54 countries of African toward democracy, governance and development.

EuQuant is a 100% African-American own company headquartered in Atlanta. Thank you in advance for your consideration.

Sincerely,

[Signature]

Project Lead Contact Information:

Name: Dr. Thomas D. Boston
E: Thomas.Boston@euquant.com
Address: Euquant, Inc.
3715 Northside Parkway Building 300 Suite 620
Atlanta, GA 30327  T: 678.909.6608 F: 678.909.3921
PROJECT APPROACH

This proposal seeks to achieve a more level playing field for minority and women owned businesses in the Macon-Bibb County market area. The proposed services are designed to increase opportunities and the capacity of minority and women-owned businesses in a race- and gender-neutral manner. The analytics would yield the following outcomes:

A. MWBE Gap Analysis

1. Determine the contracting capacity of all firms (including SBE/MWBES) that are available to the Macon-Bibb County. Identify SBE/MWBES that are potentially available. Contracting capacity is defined as the amount of work a firm is capable of performing given its characteristics.

2. A breakdown of capacity by detailed industry, race, ethnic and gender group;

3. A measurement of the volume of Macon-Bibb County contracting activity by industry;

4. An examination of the volume of contracting activity relative to the capacity of SBE/MWBES;

5. Construction of disparity indexes by industry, race, ethnicity and gender.

6. A comprehensive Gap Analysis Report that measures the extent to which MWBE firms are underutilized in comparison to their capacity.

B. Small Business Diversity Analysis

1. Assist their County in implementing the SBE program in ways that will maximize the opportunities of MWBES, while maintaining the race- and gender-neutral character of the SBE program. Some of the services in this regard will include the following: determining the most appropriate Industries and contracts for setting aspirational goals; determining the most effective SBE program size standard; and developing guidelines for setting aspirational goals on individual contracts.

2. A determination of the most effective revenue and employment size standard for SBE Program certification. This would take into consideration the relative capacity of MWBES.

3. An analysis of how the SBE certification size standard should differ by industry based on the relative capacity of SBE/MWBES within the industry.

4. A determination of baseline values for aspirational goals, taking into consideration the relative capacity of MWBE subcontractors within the industry.
5. A determination of the most effective manner for achieving MWBE utilization through the small business program. For example, a consideration of whether the program should be implemented through sheltered market solicitations, or through subcontracting opportunities.

6. A determination of the optimal threshold for SBE solicitations, based on the relative capacity of SBEs and MWBEs.

Optional Service

Construct a web portal that will allow County purchasing officers to instantly identify SBE/MWBE firms by capacity, industry, race, ethnicity and gender of owner. The web portal will also provide contact information for each firm and create downloadable lists of available firms based on capacity specifications.

Illustrated Example of EuQuant's Methodology

Perhaps the best way to illustrate EuQuant's methodological approach and the outcomes you can expect is for EuQuant to provide the verbatim executive summary for the Cuyahoga County (Cleveland, Ohio) Data Analysis Disparity Study. Like Bibb-Macon County, Cuyahoga County wanted to first conduct an analytical analysis prior to a full disparity study. The Executive Summary below is taken from the Cuyahoga County Final Report that was submitted in April.

Cuyahoga County Data Analysis Executive Summary

Cuyahoga County wants to ensure that qualified businesses owned by minority and female entrepreneurs have an equal opportunity to compete for the goods and other services it procures. To this end, it commissioned EuQuant (an economic research and data analytics company) to conduct a statistical analysis of its contracting and procurement activity. The purpose was to determine whether or not minority-owned and women-owned businesses have been adversely affected by direct or indirect discriminatory practices. The Constitution allows government officials, under certain circumstances, to take remedial steps to promote opportunity, advance equality, and address discrimination. This study was designed to assist the County in determining whether such steps are necessary. It measured the size and statistical significance of disparities between the share of qualified, willing, and able firms available in the marketplace and the share of contracts they received. The formal name given to this research by Cuyahoga County is a Data Development, Collection and Analysis Report (DDCA). Its conclusions reflect activity that occurred between 2009 and 2012.

Overall, the study identified 4281 firms available to Cuyahoga County; 541 of those firms were certified in the County's Small Business Enterprise (SBE) Program. Available firms were defined as qualified, willing and able vendors who were actively registered with the County and who operated an establishment within Greater Cleveland - which was the geographic boundary of
the relevant market area. During the study timeframe (2009 to 2012), the County awarded $641.1 million in prime contracts; $515.6 million was awarded in professional service industries, $60.3 million was awarded in construction industries, $50.8 million was awarded in goods and other service industries; and $14.4 million was awarded in supply industries.

Available businesses owned by African-Americans, Hispanic Americans, Asian Americans and women experienced statistically significant disparities in prime contracting and SBE subcontracting with Cuyahoga County. Furthermore, businesses owned by African-Americans, Hispanic Americans and women also experienced statistically significant disparities in private market transactions in the Greater Cleveland area. The study did not find evidence that Asians experienced disparities in private market transactions. The number of observations on Native Americans was too small for statistical inferences to be made about their experiences. However, minorities as a group experienced significant disparities in contracting activity with the County.

When prime contracts and SBE subcontracts were considered, minorities received 1.4% of all awards and they represented 9.1% of available firms. Women received 2.3% of all awards and represented 8.7% of available firms. Broken down by race and ethnicity, African-Americans received 1.2% of all awards and represented 6.9% of available firms; Hispanic Americans received .2% of all awards and represented .9% of available firms; finally, Asian Americans received .1% of all awards and represented 1.2% of all available firms. The seven (7) Native American-owned firms available to the County did not receive any awards.

The Small Business Program (SBE) appears to be more effective at achieving its goal. It successfully certified 541 firms, a large percentage of which were operated by minority and women business owners, i.e. 42.9% and 38.1% respectively. Furthermore, minorities and women were more successful in pursuing subcontracts through the SBE Program than outside of the program. However, they were still underutilized in SBE awards relative to their availability.

Specifically, minorities received 33.1% of the value of subcontracts made through the SBE program while women received 25.4%. African-Americans received 22.7% of SBE awards, Hispanic Americans received 10.2% and the Asian Americans received .2%. The problem however is that total awards through the SBE program amounted to only $9.8 million. This was extremely small in comparison to the value of awards made by the County in total.

It is important to note that the way in which procurement records were organized in the Procurement Database made it impossible to capture information on some SBE contracts and determine whether the contracts awarded were actually executed and whether the final adjusted amount of the contract differed from the awarded amount. Nevertheless, the relative success of the SBE program suggests the County should strongly consider expanding the scope of contracts assigned SBE aspirational goals. It should also record more detailed information on each SBE subcontract.
The underutilization of firms owned by minorities and women could not be attributed to their business capacity. This fact was established by using regression analysis to analyze the determinants of firms’ revenue. The model allowed the research team to estimate the revenue of all firms and the relative capacity of minority and women-owned firms (assuming they were treated in a nondiscriminatory manner).

The revenue of minority-owned firms was determined to be 14.9% of the revenue of all firms and the relative capacity of minority-owned firms was estimated at 16.1%. Similarly, the revenue of women-owned firms was determined to be 16.4% of the revenue of all firms and the relative capacity of women-owned firms was estimated at 18.5%. Breaking down the results by race and ethnic groups, the relative capacity of African American firms was 11.2%; relative capacity of Asian American firms was 2.8%; relative capacity of Hispanic American firms was 1.2%; and relative capacity of Caucasian-owned firms was 83.9%.

Firms were sorted into three categories based on their capacity: (1) $500,000 and above (which coincides with the value of awards made by the County Council); (2) $100,000-$499,999 (which coincides with the value of awards made by the Board of Controls); and (3) $50,000 to $99,999 (which is included in the value of awards made by the Contracts and Purchasing Board).

In regards to capacity, businesses owned by minorities comprised 24.4% of all firms in category (1) and businesses owned by women comprised 26.6% of all firms in the category. Excluding the firms in category (1), businesses owned by minorities comprised 48.8% of all firms in category (2) while businesses owned by women comprised 43.3% of all firms in the category. In short, the underutilization experienced by minorities and women could not be attributed to a lack of capacity on their part. Instead, in the language of Croson case law, the findings suggest a strong inference of discrimination. This inference should be examined further through the use of qualitative research methods.

**NUMBER OF VISITS AND OTHER PROCESSES TO BE UTILIZED FOR ACCOMPLISHING NEEDS ASSESSMENT**

From the time that the team is given the notice to proceed, the project will take an estimated 120 work days. During this time period the team anticipates making four visits to the county. The first visit will consist of meeting with county stakeholders and formalizing the start of the project. For the second visit the team will make logistical arrangements to meet with the county's data specialists where it will collect all necessary data so it can begin the MWBE Gap Analysis. Once the MWBE Analysis has been completed, the team will make another visit to the county where it will present its findings at a milestone meeting; after the milestone meeting the team will then start the Small Business Diversity Analysis or the second and final phase of the project. During this time the team will begin working with the county to implement its recommendations from the MWBE analysis. Once the Small Business Diversity Analysis is completed, the team will arrange a final visit to the county where it will present and submit its final draft report for the county's review and feedback. Once the team has received feedback from the county, it will incorporate any necessary changes into its final report to be submitted to the county at the end of the 120 workdays.
<table>
<thead>
<tr>
<th>Task #</th>
<th>Description of Work Task</th>
<th># of Work Days</th>
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<tr>
<td>1</td>
<td>MWBE Gap Analysis</td>
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<tr>
<td>1.1</td>
<td>Initial project kick off and meeting with county stakeholders (visit)</td>
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<tr>
<td>1.2</td>
<td>Data collection (includes a one day visit to county to pull data)</td>
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<tr>
<td>1.3</td>
<td>Determine the contracting capacity of all firms that are available to Macon-Bibb County</td>
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<td>1.4</td>
<td>Breakdown capacity by industry, race, ethnic, and gender group</td>
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<tr>
<td>1.5</td>
<td>Measure volume of MBE contracting by industry</td>
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<tr>
<td>1.6</td>
<td>Examine contracting activity relative to capacity</td>
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<tr>
<td>1.7</td>
<td>Construct disparity indexes by industry, race, gender, and ethnicity</td>
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<tr>
<td>1.8</td>
<td>Construct gap analysis to measure underutilization of MWBE firms relative to their capacity</td>
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<tr>
<td>1.9</td>
<td>Prepare and submit findings from MWBE Gap Analysis</td>
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<tr>
<td>2</td>
<td>Small Business Diversity Analysis</td>
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<tr>
<td>2.1</td>
<td>Milestone meeting to present findings from MWBE Gap Analysis (visit)</td>
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<td>Assist county in implementing the SBE program to maximize opportunities for MWBEs</td>
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<td>2.3</td>
<td>Determine most effective size and employment standard for SBE program</td>
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<td>2.4</td>
<td>Determine how SBE certification size standard should differ by industry based on capacity within industry</td>
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<td>2.5</td>
<td>Determine baseline values for aspirational goals</td>
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<td>2.6</td>
<td>Determine most effective manner for achieving MWBE utilization through the small</td>
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<td>2.7</td>
<td>Determine the optimal threshold for SBE solicitation based on capacity of SBEs and</td>
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<tr>
<td>2.8</td>
<td>Submit final draft report and present findings to county (visit)</td>
<td>15</td>
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<tr>
<td></td>
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EXPERIENCE

RESUMES OF KEY PERSONNEL.

DR. THOMAS D. BOSTON

Thomas "Danny" Boston is an entrepreneur and educator. He is the founder and CEO of EuQuant and a Professor of Economics in the Sam Nunn School of International Affairs at Georgia Tech. He is also a regular economics contributor to CNN. He received the Ph.D. Degree in Economics from Cornell University. Dr. Boston is the author of six books and numerous scholarly articles. He is the past President of the National Economic Association, previous editor of The Review of Black Political Economy, past Senior Economist to the Joint Economic Committee of Congress, former member of the Atlanta Federal Reserve Bank Advisory Council on Small and Midsize Businesses, and past economic advisor to four mayors of Atlanta. A national and international consultant, he served as an advisor to the Nigerian National Assembly House Committee on Millennium Development Goals (MDGs) and South African Free State Legislature on MDGs. Dr. Boston has testified numerous times before committees of the US House of Representatives and the Senate and in April, 2012, he was invited to the White House to discuss the state of African Americans during the economic recovery.

DR. CATHERINE L. ROSS

Dr. Catherine Ross is a distinguished, educator, researcher and practitioner. Ross serves as the Vice President and Director of Urban and Transportation Research for EuQuant. She is Professor of City Planning at Georgia Tech and Director of the Center for Quality Growth and Regional Development. Dr. Ross has over 30 years of experience in transportation planning, urban planning, quality growth and land use planning. She served as the First Executive Director of the Georgia Regional Transportation Authority and has supervised numerous transportation studies. She has published dozens of articles and two books. Dr. Ross serves on the White House Urban Affairs Task Force, is the former President of the Association of Collegiate Schools of Planning and member of the Transportation Research Board of the National Academy of Sciences. Through her position as Director of the Center for Quality Growth and Regional Development at Georgia Tech, where she is also a professor in city planning, Dr. Ross has had a major influence on new regional approaches to transportation planning and infrastructure planning. As Director of the Georgia Regional Transportation Authority she created the first regional transit system in the Metropolitan Atlanta, achieved environment attainment status for the Atlanta 13 county region, and led major initiatives in transportation planning and environmental sustainability.
LIST OF PROJECTS WITH SIMILAR SCOPE AND SIZE

CLIENT: CUYAHOGA COUNTY

Title of Engagement: Disparity Analysis
Date: July 2013-ongoing
Description: Cuyahoga County has been undergoing a transformation over the last two years. As part of this process, the County has sought to ensure qualified businesses owned by minority and female entrepreneurs have an equal opportunity to compete for the goods and services it procures.

In light of this objective, the County commissioned Equant to conduct a disparity study to determine whether or not there have been statistically significant disparities between the number of minority-owned and women-owned businesses qualified, willing, and able to provide goods and services to the County and the number that received contracts through the award process. The study uses both statistical and anecdotal evidence to derive its conclusions, which must be conducted in conformance with the legal opinions and decisions regarding Croson case law and its progeny.

CLIENT: GEORGIA DEPARTMENT OF TRANSPORTATION

Title of Engagement: Small Business Analysis
Date: December 2013-ongoing
Description: The Georgia Department of Transportation Board seeks to promote equal opportunity and nondiscrimination in all of its procurement practices and policies in accordance with federal regulations. In pursuit of this goal, and consistent with its regulatory obligation, the Board has taken several steps.  First, it implemented a Small Business Program. Second, it is examining ways to reduce the burden of overconcentration in the trucking industry, thereby creating more fairness for all firms pursuing GDOT awards.

The Small Business Program was implemented in professional and construction services on July 31, 2012.  The Program complies with Title 49, Code of the Federal Regulation, Part 26, (19 CFR Part 26).  The Board reviewed alternative approaches to implementing the Small Business Program, as specified in United States Department of Transportation's new Final Rule; effective February 28, 2011. Based upon that review, the Board determined the most effective manner for promoting economic opportunities for small companies is through implementing a race and gender-neutral small business set-aside program. This study will identify policies for
implementing the Small Business (SB) Program.

The Small Business Program evaluation will have the following outcome based objectives:

- A legal review of federal and state procurement laws and regulation that govern small business set-asides policies enacted pursuant to FHWA regulation 49 § 26.39;
- The Small Business Program revenue and employment size standards by NAICS code;
- The maximum size award ($ value) to be set-aside for the SB Program;
- The type of award (i.e. work class codes) that should be set-aside;
- The variation in the maximum size award ($ value) should vary by type and NAICS;
- Whether a limit should be placed on the cumulative value of awards a single contractor can receive through the Program;
- The names and contact information of businesses that are potential candidates for the Program

Regarding the overconcentration, the 2012 Georgia Department of Transportation Disparity Study states, “DBE trucking firms accounted for about one-quarter of DBE participation in GDOT and local agency contracts. About 72 percent of the trucking work identified in GDOT and local agency contract data went to DBEs (about one-half to white women-owned DBEs and one-half to minority-owned DBEs).” The study concluded, “In accordance with 49 CFR Section 26.33, GDOT may need to consider steps to ensure that future DBE participation is not over concentrated in trucking. GDOT would need to obtain the approval of FHWA for any determination of overconcentration and the measures it would employ to address it.”

Federal Regulation 49 CFR 26.33 outlines steps that should be taken if DBE concentration in certain industries unduly burdens non-DBEs.

The overconcentration evaluation will have the following outcome based objectives:

- Determine whether DBEs in trucking have capabilities in other NAICS codes;
- Determine whether prime contractors could have used DBEs in other work areas;
- Determine what might happen to DBE and non-DBE awards if credit for achieving goals in trucking were reduced;
- Determine how reducing credit for goals in trucking might affect DBEs by race, ethnicity and gender;
- Identify race and gender-neutral policies that may be effective in addressing overconcentration;
- Determine whether some trucking opportunities should be awarded through the SB Program (since it is race and gender neutral).
CLIENT: SCHOOL BOARD OF EDUCATION MIAMI-DADE COUNTY, FLORIDA

Title of Engagement: Review of Disparity Study
Date: January 2014-ongoing
Description: The following describes the activities that EuQuan is set to perform for the School Board of Miami-Dade County, Florida.

1. Review School Board Policy 6320.02 and other relevant documents (that govern the operations of the Office of Economic Opportunity as well procurement activities and programs related to M/WBE, SBE and MBE initiatives.

2. Review the validity and soundness of the methodology used to conduct the disparity study and render opinions and conclusions regarding the following outcomes:
   a. Validity and soundness of how the relevant market area was determined.
   b. Validity and soundness of the methodology for determining the pool of available firms.
   c. Validity and soundness of the availability analysis.
   d. Validity and soundness of the methodology used to measure utilization.
   e. Validity and soundness of the utilization analysis.
   f. Validity and soundness of the methodology used to measure disparity.
   g. Validity and soundness of the disparity analysis.
   h. Validity and soundness of how the business survey was conducted.
   i. Validity and soundness of the collection of anecdotal and qualitative information.

3. Review the approach used to calculate disparities in procurement outcomes for prime contractors and subcontractors and for deriving disparities by industry, race, ethnicity and gender.

4. Render an opinion regarding the findings and conclusions as stated in the draft disparity study.

5. Draft a confidential memorandum to the School Board Attorney that summarizes the Consultant's opinions and conclusions of the Disparity Study review. To the extent the review identifies shortcomings in the Disparity Study that might be considered for correction; the memorandum will identify such and indicate the rationale for the opinion.

Anticipated Outcome of Services: A confidential memorandum to the School Board Attorney that summarizes the Consultant's opinions and conclusions of the Disparity Study review and a review of the above stated Board Policies.

CLIENT: U.S. SENATE COMMITTEE ON SMALL BUSINESS AND ENTREPRENEURSHIP

Title of Engagement: EuQuan's CEO has been designated as the Primary Data and
Research Analyst Company to the US Senate Committee on Small Business and Entrepreneurship

Date: November 2012-ongoing

Description: The responsibilities of the designation include testifying regularly before the Senate Committee on research outcomes and providing regular and on-call updates to the Chair of the US Senate Committee of Small Business and Entrepreneurship. The research’s regular updates focus on the performance of firms participating in small business programs of the federal government. These include 8(a) Program firms, Small Disadvantaged Businesses (SDBs), Veteran-owned Small Businesses (VOSBs), Disabled Veteran-owned Small Businesses (DVOSBs), Women-owned Small Businesses (WOSBs), Women-owned Economically Disadvantaged Small Businesses (WODESBS), HUBZone Small Businesses, and Other Small Business Concerns (OSMCs). Research responsibilities:

- Breakout the performance of firms by race, ethnicity and gender
- Examine the impact of personal net worth and size standards on firm performance.
- Collect data on government subcontracting activity with SDBs
- Examine corporate compliance with subcontracting requirements.

CLIENT: SMALL BUSINESS ADMINISTRATION (8A)

Title of Engagement: Business Development Index

Date: December 2013-ongoing

Description: This research attempts to identify a more efficient criterion for defining program eligibility of firms entering the SBA 8(A) program. The research explores the feasibility of using a Business Development Index (BDI), which is a multidimensional metric derived from evaluating firms’ scale of operation, capacity, industry characteristics and other relevant market factors that are associated with the stages of development of small businesses.

Although the research focuses specifically on eligibility criteria for the 8(a) BD program, its findings have important implications for other programs of the federal government; particularly, the Small
Business Development Program (SDB), the Economically Disadvantage Women-owned Small Business Program (EDWOSB); the Disadvantaged Business Enterprise Program (DBE) of FHWA.

Statement of the problem

The PNW and wealth threshold used to determine 8(a) program eligibility are the same for all NAICS codes. Yet, revenue and PNW vary significantly across industries. Consider the following:

- EuQuant’s empirical research shows the average revenue of CCR (SAM) registered firms in 2013 was $15.0 million in primary metals and machinery manufacturing; $5.0 million in heavy construction contracting; $1.3 million in professional, legal, engineering and scientific services; $35.6 million in wholesale trades.

- Research in 2007 found that revenue and PNW are highly correlated. Specifically, the coefficient of elasticity of 8(a) business revenue with respect to owner’s wealth was .4.

- These results suggest that a single PNW and wealth threshold for all industries is not consistent with developing competitive businesses.

The PNW ceiling ($750,000) has not been adjusted since 1998, which means the inflation adjusted (i.e. real) value of PNW is $539,020. Since bonding capacity, access to capital and credit are heavily dependent on personal net worth, the lower PNW makes it more difficult for 8(a) businesses to develop greater operational capacity.

Two fundamental principles that SBA uses when establishing or adjusting small business size standards are: (1) the standard should reflect the unique conditions in each industry, and (2) The standard should be set to enhance the competitiveness of small businesses. PNW and wealth criteria are not applied in a way that is consistent with these objectives.

The bureaucracy, paperwork burden and complexity involved in measuring and monitoring PNW and wealth makes the process difficult and costly.

Finally, the PNW, wealth and income criteria differ across federal programs: 8(a) BD and SDB programs; Economically Disadvantage Women-owned Small Business Program (EDWOSB); the Disadvantaged Business Enterprise Program (DBE) of FHWA. The different criteria are burdensome to administer and confusing to program participants.

The research explores the feasibility of replacing PNW and wealth with the BDI; a multidimensional metric that expresses a firm’s scale of operation, capacity, industry characteristics and relevant market factors. The index is also easier to apply, less costly and less burdensome.
CLIENT:
GLAXOSMITHKLINE

Title of Engagement: Examining the Capacity of Small Diverse Suppliers for GlaxoSmithKline (GSK)
Date: January 2013-ongoing

Description: The federal government’s Small Business Subcontracting Program is designed to create the maximum practical business opportunities for small businesses, veteran-owned small businesses, service-disabled veteran-owned small business, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns.

The subcontracting program requires corporations that receive federal prime contracts in excess of $650,000 for general awards ($1.5 million for construction contracts) to make the maximum possible effort to create subcontracting opportunities. Corporations comply by submitting an acceptable Subcontracting Plan to the contracting officer. The Plan designates the goals and procedures for utilizing various categories of small business concerns. Furthermore, the failure to negotiate an acceptable subcontracting plan will make the corporation ineligible for the award.

This research seeks to identify suppliers that are available in each of the commodity areas within which GSK procures goods and services. The study seeks to improve the efficiency and effectiveness of GSK in complying with the government’s Small Business Subcontracting Program. It will make findings and recommendations that are designed to reduce the program burden and increase the benefits to corporations, government agencies and small business concerns. The research outcomes include: (1) recommendations that will reduce the cost and paperwork burden of corporate compliance with the program, while simultaneously increasing the efficiency and effectiveness of the subcontracting program; (2) A statistical examination of the performance of the subcontracting program for corporations and for socially and economically disadvantaged businesses; (3) recommendations for changes in policies that will improve the program’s efficiency and effectiveness. Anticipated outcomes include the following:

- Detailed examination of the capacity of diverse suppliers
- The gain in efficiency that might be achieved by identifying suppliers more efficiently
- The gain in efficiency that might be achieved by developing and maintaining an e-source for suppliers

The gain in efficiency that might be achieved by adjusting “flow down” requirement which affects subcontracting with large business concerns.

CLIENT: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Title of Engagement: Measuring Business Opportunity: a Disparity Study of NCDOT State and Federal Programs

Date: 2009-2010

Description: The Disparity Study was conducted for the North Carolina Department of Transportation and completed in 2010. It was entitled, Measuring Business Opportunity: a Disparity Study of NCDOT State and Federal Programs. The Study was mandated by North Carolina State Statue N.C.G.S.A. § 136-28.4(b). The original study contains four volumes of detailed statistical and qualitative analyses and an extensive executive summary of findings.

The objective of the Disparity Study was to examine relevant evidence related to the effects of race-based or gender-based discrimination upon the utilization of disadvantaged Minority-owned Business Enterprises (MBEs) and disadvantaged Women-owned Business Enterprises (WBEs) by the North Carolina Department of Transportation (NCDOT) in State funded transportation projects. The examination covers state fiscal years 2005 - 2009.

The statistical findings included an analysis of all firms that were (during the period under investigation) pre-qualified prime contractors, approved subcontractors and certified Small Business Enterprise Contractors. Data for all firms included in the study were organized by the relevant market area for prime contracts, subcontracts and small business awards, prequalification and certification categories, prime and subcontracting categories, State and federal supported projects, race and ethnicity of owners, seventeen (17) NCDOT work code disciplines, and the geographic area among NCDOT’s 14 divisions in which a firm was availability to work. The Disparity Study examined data on every contract awarded during the study period.

Statistical evidence was supplemented by qualitative research of the following types: a survey of 388 NCDOT vendors randomly selected, and the total interviews of 50 vendors selected according to the race and ethnic distribution of available firms, seven public hearings organized in different regions of the state, and 17 focus groups organized in six different locations of the state.

CLIENT: THIRD-PARTY REVIEW, CITY OF SAN ANTONIO (COSA) DISPARITY STUDY UPDATE

Time: 2010

Description: EuQuant completed the Third Party Review of the City of San Antonio’s Disparity Study Update in 2010. The review followed the scope of services agreed upon between Euquant and COSA and went further by examining in full detail (versus spot checking) the payment data and vendor data used to complete the Update.

Overall Objective of the Independent Third-Party Review

1. Determine whether the steps taken by MGT were sufficient to address the
directives given it in regards to revising the COSA Disparity Study by providing an Addendum.

2. Determine whether appropriate steps were taken to identify gaps in the data and ensure the accuracy of the Disparity Study Addendum.

3. Determined whether the recommendations made in the Addendum are consistent with results of the data analysis.

4. The specific scope of services involved the following: review working papers and communications related to MGT’s corrective actions; review the methodology employed by MGT to make database corrections; review the methodology followed to clean-up and augment accounts payable data and classify activity by industry and ethnicity; assess the appropriateness of the methodology used in the Addendum in regards to examining utilization and statistical disparities; assess the accuracy of Addendum tables summarizing contracting disparities; assess the appropriateness and legal defensibility of the Disparity Study Addendum; and draft a memo summarizing findings and conclusions.

Background material examined for the Review

The Review involved an examination of documents made available to EuQuant by COSA as well as an in-depth examination of payment and vendor data and other items.

Protocol followed in Conducting the Review

The review was not intended to be an examination of the overall methodology, approach, validity and defensibility of the COSA Disparity Study prepared by MGT; instead it had a well defined scope of services that was outlined and agreed upon between Euquant and COSA.

The findings are summarized below:

- Euquant’s detailed examination of COSA’s vendor and payment data found MGT’s Update to be factually and methodologically sound. Furthermore, it appears that appropriate steps were taken to comply with COSA’s directions regarding data accuracy.

- The recommendations of the Update appear to be consistent with the findings of the data analysis.

- The modifications made to the vendor database and payment database appear to have been done correctly.

- To check the accuracy of MGT’s findings, EuQuant coded the vendor and payment databases and applied filters that restricted the analysis to firms located in the market area; eliminated duplicate records, not-for-profit entities and payments to such organizations; omitted records for firms when the owners’ race, ethnic or gender classification could not be determined; and, eliminated firms whose place of business was not known. After applying these filters, the results of EuQuant’s data
analysis were similar to those of MGT.

- The utilization and availability analysis conducted by MGT and the review conducted by EuQuant produced results that were not significantly different. In most cases where some differences were observed, we also found that the total value of payments derived by EuQuant and MGT was similar but the percentages they represented of the total varied. This is to be expected because the two approaches were conducted independently and thus different filters were applied to the data. However, we did not find an instance where such differences altered the significance of the disparity index—using the more simplified approach.

- EuQuant reviewed the Errata Sheet and did not have any points of difference with the observations made by MGT.

LIST OF CLIENT REFERENCES

Client: Cuyahoga County
Contact Person: Ms. Jennifer Lastery
Senior Associate and African Coordinator
Email: jlastery@CScounty.us
P: (202) 698-6766
Service: Disparity Analysis (2001-2006)

Client: GlaxoSmithKline
Contact Person: Denise Gatling
Director of Global Corporate Diversity
Email: denise.j.gatling@gsk.com
(919) 280-0445
Service: Small Business Capacity Analysis (2012-ongoing)

Client: Georgia Department of Transportation
Contact Person: Michael Cooper
Former DBE Program Director
Email: mcooper@dot.ga.gov

Client: North Carolina Department of Transportation
Prime Contractor: EuQuant
Year: 2009-2012
Contact Person: Terry Canales
Email:
P:
Service: Disparity Analysis (2009-2012)

Client: US Senate Committee on Small Business and Entrepreneurship
Prime Contractor: EuQuant
Contact Person: Krystal Brumfield, Chief Counsel to the Committee
Email: krystal_brumfield@sbc.senate.gov
P:
Service: Primary Data and Research Analyst (2012-ongoing)
Tuesday, August 12, 2014
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

COMMITTEE MEMBERS
Commissioner Schlesinger - Chair
Commissioner Tillman - Vice Chair
Commissioner Lucas
Commissioner Defore
Commissioner Watkins
Julie Moore - Staff Contact

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From Meeting on July 22, 2014
Meeting: Aug 12, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
7-22-2014.pdf (476 KB)

2. PROPOSALS TO UNDERTAKE BLIGHT STUDY

Subject: A. A Resolution authorizing and directing the Administration to seek proposals to undertake a comprehensive Blight Study
Meeting: Aug 12, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 2. PROPOSALS TO UNDERTAKE BLIGHT STUDY
Access: Public
Type: Action

File Attachments
8-12-2014 - Blight Study.pdf (769 KB)

3. REVENUE BOND ALLOCATION FOR BLIGHTED PROPERTY

Subject: A. A Resolution to authorize further necessary investigation and action to secure revenue bond allocations for the purpose of vacant lot maintenance, blighted housing demolition, and other infrastructure beautification in Macon-Bibb County in the expanded areas of the 2014 Urban Redevelopment Plan
Meeting: Aug 12, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
3. REVENUE BOND ALLOCATION FOR BLIGHTED PROPERTY

Access: Public
Type: Action

File Attachments
8-12-2014 - Res Secure Revenue Bond Vacant Lot Maintenance.pdf (1.114 KB)

4. FUNDING FROM HOME INVESTMENT PARTNERSHIP PROGRAM FOR GROUP HOME

Subject: A. A Resolution authorizing the Mayor to execute an agreement with Georgia Behavioral Health Services in the amount of $299,994 with funding from the Home Investment Partnership Program to construct a sustainable group home at 980-982 Schaffer Place

Meeting: Aug 12, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 4. FUNDING FROM HOME INVESTMENT PARTNERSHIP PROGRAM FOR GROUP HOME
Access: Public
Type: Action

File Attachments
8-12-2014 - GA Behavioral Health Services.pdf (4.443 KB)

5. HEARTBEAT INCENTIVE PROGRAM

Subject: A. REFERRED FROM AUGUST 5, 2014 COMMISSION MEETING - A Resolution Approving Continued Participation in the "Heartbeat Incentive Program" Whereby Mixed Used Developments May Be Granted Reduced or Eliminated Property Taxes

Meeting: Aug 12, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 5. HEARTBEAT INCENTIVE PROGRAM
Access: Public
Type: Discussion

APRIL 22, 2014 - APPROVED IN COMMITTEE
MAY 6, 2014 - APPROVED IN COMMISSION MEETING
The Economic and Community Development Committee was called to order at 11:50 a.m. by Committee Vice - Chairman Tillman.

**COMMITTEE MEMBERS PRESENT:**

Commissioner Ed DeFore  
Commissioner Elaine Lucas  
Commissioner Virgil Watkins  
Commissioner Al Tillman

**COMMISSION MEMBER(S) ABSENT:**

Commissioner Larry Schlesinger  
Mayor Pro Tem Bert Bivins

**NEWS MEDIA:**

Jim Gaines, The Telegraph  
Ron Wildman, WPGA TV  
Malcolm Johnson, WGXA Fox 24

**OTHERS PRESENT:**

Mayor Robert A. B. Reichert  
Commissioner Mallory Jones  
Commissioner Scotty Shepherd  
Commissioner Gary Bechetel  
Dale Walker, County Manager  
Judd Drake, County Attorney  
Crystal Jones, Sr. Asst. County Attorney  
Opie Bowen, Asst. County Attorney  
Sheila Thurmond, Clerk of the Commission

Julie Moore, Asst. to the County Manager  
Janice Ross, Training and Events Coordinator  
Jean Howard, Asst. Clerk of the Commission

**VISITORS/GUESTS:**

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1. Approval of Minutes from meeting on July 8, 2014

**ACTION:**

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Watkins voting in the affirmative, the minutes of July 8, 2014 were approved.

2. Amending Code for Consumption on the Premises of Licensed Growlers

**ACTION:**

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Watkins voting in the affirmative, the ordinance amending Chapter 4, Article V of the Code of Ordinances of Macon-Bibb County to allow for the retail sale of wine and malt beverages for consumption on the premises of an establishment licensed for the sale of growlers was approved.
There being no further business and on motion duly made and seconded, the meeting was adjourned.

Sheila Thurmond, CCC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO SEEK PROPOSALS TO UNDERTAKE A COMPREHENSIVE BLIGHT STUDY; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Legislature, in O.C.G.A. § 8-4-3, defined “blighted areas” as areas that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime and are detrimental to the public health, safety, morals, or welfare as a result of dilapidation, deterioration, age, or obsolescence; inadequate provision for ventilation, light, air, sanitation, or open spaces; high density of population and overcrowding; the existence of conditions which endanger life or property by fire and other causes; or any combination of such factors; and

WHEREAS, the Georgia Legislature, O.C.G.A. § 8-4-3, further defines “blighted areas” as areas which substantially impair or arrest the sound growth of the community, retard the provision of housing accommodations, or constitute an economic or social liability and are a menace to the public health, safety, morals, or welfare in their present condition and use by reason of: the predominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; insanitary or unsafe conditions; deterioration of site improvements; diversity of ownership; tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; improper subdivision or obsolete platting; the existence of conditions which endanger life or property by fire or other causes; or any combination of such factors; and

WHEREAS, the Georgia Legislature, O.C.G.A. § 8-4-2, finds that such areas impair economic values and tax revenues; that such areas cause an increase in and spread of disease and crime and constitute a menace to the health, safety, morals, and welfare of the residents of the state; that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety, fire and accident protection, and other public services and facilities; and

WHEREAS, the Legislature further finds, O.C.G.A. § 8-4-2, that the clearance, replanning, and preparation for rebuilding of these areas and the prevention of the reduction of
blight and its causes are public uses and purposes for which public money may be spent and private property acquired and are governmental functions of state concern; and

WHEREAS, the Legislature further finds, O.C.G.A. § 8-4-2, that redevelopment activities will stimulate residential construction which is closely correlated with general economic activity; and that such undertakings will aid the production of better housing and more desirable neighborhood and community development at lower costs and will make possible a more stable and larger volume of residential construction, which will assist materially in achieving and maintaining full employment; and

WHEREAS, Macon-Bibb County seemingly has an inordinate amount of blighted properties within its limits; and

WHEREAS, the elimination of blighted properties will aid in retaining current residents and attracting new residents, reviving community businesses, attracting investment, deterring crime, stabilizing property values and property tax base, allowing for more efficient service delivery, improving health and safety, and improving the perception of Macon-Bibb County to residents and visitors; and

WHEREAS, a study needs to be conducted to determine and evaluate the full extent of blight within Macon-Bibb County, to identify reasons for excess blight, to identify areas indicative of future blight, and to provide solutions and tools Macon-Bibb County can utilize to reduce and eliminate blight, as well as prevent future blight, and estimate the cost of significantly reducing blight; and

WHEREAS, the study will specifically identify options to finance solutions to the blight problem, including but not limited to, SPLOST funds, bond financing, blight tax, and increased code enforcement; and

WHEREAS, the study will also identify strategic partners that Macon-Bibb County will need to engage in creating a comprehensive approach to eliminating blight; and

WHEREAS, a study that includes significant research, investigation and analysis will aid the Mayor and Commission in developing a clear and concise vision for reducing and eliminating blight within Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Administration is authorized and directed to seek proposals to undertake a comprehensive blight study in Macon-Bibb County, which will identify the extent of blight, ways to eliminate blight, possible funding sources for the
significant reduction of blight, identify strategic partners in this effort, and aid the Mayor and Commission in developing a blight reduction plan; and

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Macon-Bibb County Commission will adopt a plan of action, based on the recommendations of the blight study, to significantly reduce blight in Macon-Bibb County.

SO RESOLVED this ___ day of ______________, 2014.

__________________________________________
Robert A. B. Reichert, Mayor

Attest: _________________________________
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE FURTHER NECESSARY INVESTIGATION AND ACTION TO SECURE REVENUE BOND ALLOCATIONS FOR THE PURPOSE OF VACANT LOT MAINTENANCE, BLIGHTED HOUSING DEMOLITION, AND OTHER INFRASTRUCTURE BEAUTIFICATION IN MACON-BIBB COUNTY IN THE EXPANDED AREAS OF THE 2014 URBAN REDEVELOPMENT PLAN; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County has several distressed properties, vacant lots and various other conditions in local communities now included in the expanded areas of the 2014 Urban Redevelopment Plan, which result in blight and diminished property values; and

WHEREAS, these areas result in communities that are unsafe and hazardous to the public; and

WHEREAS, there are structures in these areas that have been condemned by Economic and Community Development as they were visual eyesores, and a danger to the public; and

WHEREAS, the demolition of the condemned properties, maintenance of the vacant lots and other methods of infrastructure beautification are necessary to decrease the prevalence of blight in our community; and

WHEREAS, there are vacant lots in these expanded areas that are in need of maintenance so as to maintain public safety; and

WHEREAS, there are other aspects of the infrastructure in these expanded areas that are in need of various beautification efforts; and

WHEREAS, due to budgetary constraints and other reasons, the demolition of houses, maintenance of vacant lots, and various other aspects of infrastructure beautification in these expanded areas are not possible at the present time; and

WHEREAS, obtaining bond revenue would allow Macon-Bibb County to complete demolition, maintain vacant lots and complete various other aspects of infrastructure in these expanded areas in a more expeditious manner; and
WHEREAS, the demolition, maintenance and completion of various infrastructure beautification in these expanded areas 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 further investigation and necessary action is authorized to conduct an investigation to obtain information regarding bond revenue so as to complete the demolition of houses, maintenance of vacant lots, and various other infrastructure beautification in the expanded areas of the 2014 Redevelopment Plan, subject to final approval to obtain any available bond revenue by the Macon-Bibb County Commission.

SO RESOLVED this ___ day of ____________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GEORGIA BEHAVIORAL HEALTH SERVICES IN THE AMOUNT OF TWO HUNDRED NINETY NINE THOUSAND NINE HUNDRED NINETY-FOUR DOLLARS ($299,994.00), WITH FUNDING FROM THE HOME INVESTMENT PARTNERSHIP PROGRAM TO CONSTRUCT A SUSTAINABLE GROUP HOME AT 980-982 SCHAFFER PLACE; AND FOR OTHER PURPOSES.

WHEREAS, the National Affordable Housing Act of 1990 (ACT) provided for the establishment of a Home Investment Partnership Program to be known as the HOME Program; and

WHEREAS, Title II of the National Affordable Housing Act contemplates the use of HOME funds by eligible states and local governments to provide more affordable housing; and

WHEREAS, pursuant to the ACT on interim rule, 24 CFR Part 92, was promulgated to guide state and local governments in the application for funds and program administration; and

WHEREAS, said regulations became effective in the Code of Federal Regulations on January 16, 1992; and

WHEREAS, Macon-Bibb County sought and received designation as a participating jurisdiction under the HOME Program; and

WHEREAS, the Macon-Bibb County has received from the U. S. Department of Housing and Urban Development an entitlement allocation of funds for the HOME Program created under the ACT; and

WHEREAS, a grant agreement securing the entitlement allocation was offered by HUD after review and acceptance of an application from Macon-Bibb County; and

WHEREAS, specific objectives of the Act are provisional opportunities for affordable homeownership, affordable rental housing and the preservation of housing through rehabilitation activities utilizing a variety of program investment techniques and direct assistance; and

WHEREAS, the activities proposed under the HOME Program are for the direct benefit of qualified lower-income and very-low-income persons on a countywide basis; and

WHEREAS, the Macon-Bibb County deems it desirable to enter into an agreement with Georgia Behavioral Health Services to construct a sustainable group home; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that Mayor is
authorized to execute an agreement with Georgia Behavioral Health Services to construct a sustainable group home at 980-982 Schaffer Place in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this ______ day of ______________, 2014

ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF 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 Georgia Behavioral Health Services. ("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
As part of County’s Home Investment Partnership Program (HOME), Georgia Behavioral will undertake all Tasks to be performed as described in Exhibit “A” (both attached hereto and incorporated as a part hereof by reference). It is expressly understood by Independent Contractor that the national objective to be accomplished under the terms of the Act is that of direct benefit to persons and families of lower-income and very low income to the exclusion of all others.

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, the County Manager, or the Director of Economic and Community Development, 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. **Funding**

In consideration for the tasks to be performed by Independent Contractor under the terms of this Agreement, the County shall allocate to Independent Contractor $299,944 of HOME Investment Partnership Program Funds as such funds become available from the federal government.

4. **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.

5. 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.

6. Day-to-Day Operation and Administration

Day-to-Day operation and administration of the HOME Program which is the subject of this Agreement, including accounting responsibilities, shall be performed by and be the responsibility of Independent Contractor.

Personnel policies, pay scales and operating procedures of Independent Contractor shall be the responsibility of and shall be determined by Independent Contractor; provided however, that Independent Contractor is responsible for maintaining and manning a facility accessible to citizens seeking to conduct business with the County on every working day of the year. Such policies and procedures shall be in accordance with applicable laws and regulations. Copies of such personnel policies, pay scales and internal operating procedures, including any amendments thereto, shall be furnished to the County.

7. Termination

7.1 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 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.

7.2 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.

8. 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:**
Georgia Behavioral Health Services
175 Emery Highway
Macon, GA 31217

9. **Indemnification, Insurance, Risk Management, Bonding**

9.1 **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, Releases), 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 Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

9.2 **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. Independent Contractor shall provide property insurance in an amount satisfactory to the County for all property purchased with HOME
Program Funds naming the County as co-insured. Independent Contractor shall provide Certificate of Insurance to County.

9.3 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.

9.4 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.

10. Non-Exclusivity

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

11. 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.

12. Assignment

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County’s prior written consent. Independent Contractor may enter into contracts for necessary assistance in completing the tasks to be performed under this Agreement. However, such contracts shall be in accordance with applicable law and regulations; further, Independent Contractor shall be responsible for the work performed by such contractors and for all expenditures made under such contracts. Any such contracts must be approved in writing by the County prior to incurring any cost for services.

13. Compliance with Laws, Rules and Regulations

Independent Contractor shall comply with all federal, state and municipal laws, rules and regulations applicable to the HOME Program which is the subject of the Agreement, including, but not limited to, the following:
Section 3 Compliance. Independent Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, a copy of which is attached hereto as Exhibit “C” and is incorporated as a part of this Agreement by Reference. Independent Contractor shall include the provisions for Section 3 compliance in each agreement for services with a contractor. Further, Independent Contractor shall comply with the terms and conditions which are contained in the funding Agreements between the County and HUD, which funding Agreements are specifically agreed and understood by both parties hereto that Independent Contractor must comply with all applicable regulations of HUD. Georgia Behavioral shall maintain full and adequate records of compliance with all applicable laws, rules and regulations. Such records shall be open for inspection by the County and/or HUD or their authorized representatives. Section 3 reports showing activities and compliance should be submitted for review prior to or along with requests for reimbursement.

b) Additional Federal requirements:

This Agreement is subject to the provisions provided for in both the regulations for the HOME Program, 24 CFR part 92 and the CDBG Program, 24 CFR Part 570.

Independent Contractor understands that the use of HOME Funds provided by the County pursuant to this Agreement must comply with all of these regulations.

(1) **Use of HOME Funds**
HOME funds shall be used by Independent Contractor for the purposes and objectives stated in Section 1, Scope of Work/National objectives and Exhibit “A” of this Agreement, and for no other purpose(s).

(2) **Rental housing assisted with HOME funds must meet the affordability requirements of 92.252 and 92.254, which are attached to this Agreement, if applicable.**

(3) **Repayment/Program Income** The receipt and disposition by Independent Contractor of Repayments as defined in 24 CFR 92.503(b) shall be in accordance with provisions of 24 CFR 92.504(c)(3) which provides that all repayment interest and other return on the investment of HOME Funds shall be remitted by Independent Contractor to the County unless otherwise specified. Repayment shall be remitted to the County in accordance with the following procedure:

(i) Independent Contractor is to return to ECDD one hundred percent 100% of the program income (less expenses described below and the debt reserve), of the HOME funds it draws down under this contract to construct. Independent Contractor shall return these funds on a house per house basis. The return of the funds shall be due immediately on the date of receipt when possible, but not later than ten (10) days after the receipt of program income or any sale of a house. The 100% of funds stated above shall include the total amount of program income less the debt reserve approved by ECDD (Exhibit "B").
(ii) Plus other pre-approved cost during the construction period. Expenses as stated above include: 1. any second mortgage notes, 2. approved closing cost, 3. developer fees, and 4. any other expenses approved by ECDD.

(iii) Any invoices for eligible expenses related to the development of a constructed house not previously submitted and/or paid by ECDD prior to the rental of that house, must be submitted to ECDD no later than 90 days after the lease is up of that house. Any requests not received within the 90 day period will no longer be eligible for payment under this contract.

(4) Independent Contractor shall comply with Project Requirements of Subpart F or 224 CFR 92 as applicable in accordance with the type of project assisted.

(i) 92.250 Maximum per unit subsidy.

(ii) 92.251 property standards. The County's Minimum Property Rehabilitation Standards are the standards for all activities involving rehabilitation.

(iii) 92.252 Concerning rental housing is applicable.

(iv) 92.253 Tenant and participant protection.

(v) 92.254 Qualifications as affordable housing for homeownership.

(vi) 92.255 Mixed-income project.

(vii) 952.256 Mixed-use project.

(viii) 92.257 Religious organizations.

(ix) 92.258 Limitations on the use of HOME Funds with FHA mortgage insurance.

(5) Independent Contractor and ECDD shall require that the owners of all rental housing assisted with HOME Funds maintain said rental housing in compliance with applicable Housing Quality Standards and the County's housing code requirements for the duration of this agreement. This agreement will span from the closing date for 20 years.

(6) Independent Contractor shall comply with the affirmative marketing procedures set forth in 24 CFR 92.351.

(7) Independent Contractor shall not request disbursements of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
Independent Contractor shall maintain records and submit reports to the County as required by CFR 92.508 and as may be required by the County.

All written agreements between Independent Contractor and third-parties for HOME Program assistance or utilizing HOME Program Funds must specify that the agreement will remain in effect for the period of affordability required by the County and as required under 24 CFR 92.252 and 92.254. (20 year affordability period)

Uniform Administrative Requirements. Independent Contractor shall comply with applicable uniform administrative requirements, as set forth in 24 CFR 92.505(b). 92.505(B) provide for compliance with OMB Circular A-122, “Cost Principles for Non-Profit Organizations: and Attachments B,F, H, paragraph 2; and O to OMB Circular A-110.

Other program requirements. Independent Contractor shall carry out each activity in compliance with all Federal laws and regulations described in Subpart H of 24 CFR 92, except that:

(i) Independent Contractor does not assume the County’s environmental responsibilities of 24 CFR 92.352; and

(ii) Independent Contractor does not assume the County’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Furthermore, Subpart H provides that the HOME Program shall be conducted in accordance with the provisions of:

(i) 92.350 Equal Opportunity and Fair Housing.

(ii) 92.351 Affirmative marketing.

(iii) 92.353 Displacement, relocation and acquisition. Provided, however, the County expressly prohibits the use of HOME Funds assistance for a dwelling unit that will cause an expenditure for displacement or relocation.

(iii) 92.354 Labor.

(v) 92.355 Lead-based Paint.

(vi) 92.356 Conflict of Interest

(vii) 92.357 Debarment or suspension.

(viii) 92.358 Flood Insurance

(ix) 92.350 Executive Order 12372.
(12) **Reversion of assets.** Upon the expiration or termination of this Agreement, Independent Contractor shall transfer to the County: any HOME Funds on hand at the time of expiration, any accounts receivable attributable to the use of HOME Funds, and any real property under Independent Contractor's control that was acquired or improved in whole or in part with HOME Funds.

(13) **Revenue.** Subject to concurrence by the County and U.S. Department of Housing and Urban Development, Independent Contractor shall be entitled to retain rent proceeds to maintain the maintenance reserve for the completed projects, developed or owned by Independent Contractor.

14. **Reports and Audits**

Independent Contractor shall furnish to County all reports required by the United States Department of Housing and Urban Development and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines and conditions specified in the funding contracts referred to in Section 6 above; and further, Independent Contractor shall provide any other reports deemed reasonably necessary by County. County, the Federal Grant agency or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review Independent Contractor's performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of Independent Contractor and the contractors of Independent Contractor, for the purpose of making audit examinations, excerpts are transcriptions. A project status report, in the form approved by the County, shall be submitted to the County for review by the close of business on the tenth (10th) calendar day of each month during the duration of this agreement. Independent Contractor shall provide an independent audit of HOME activities and funds once a year during the duration of this Agreement. Said audit shall be conducted in accordance with 24 CFR 44 and OMB Circular A-133.

15. **Documentation Necessary for Required Assurances**

Independent Contractor shall develop and maintain documentation necessary to assure compliance with the provisions of the National Affordable Housing Act of 1990, and any amendments thereto, and shall provide such documentation and certification as may be needed to the Mayor, and the County Administration of the County, to execute assurance of such compliance. In addition, Independent Contractor will furnish such information and maintain such records as may be needed to enable both Independent Contractor and the County to meet the requirements of the National Environmental Policy Act and the Clean Air Act, along with such regulations as may be adopted in connection therewith by the Environmental Protection Agency, the State of Georgia, or the County. If an audit
finding(s) is not resolved by the end of the three (3) year period, the records shall be retained until the finding(s) is resolved.

16. Preparation of the Home Investment Partnership Program (HOME) Grant Application

The County shall be responsible for the preparation of the formal application to the United States Department of Housing and Urban Development for HOME Grant Funds. When requested by County, Independent Contractor shall supply to County information necessary for the completion of such application.

17. Compliance with County Policy Statements

County policy statements applicable to the County’s HOME Program are attached hereto and labeled as Exhibit “D” and are made a part of this Agreement by reference.

18. Citizen Participation

County will take such actions as may be necessary or appropriate to ensure ongoing citizen participation in the subject HOME Program as required by applicable law, regulations, guidelines and County policy statements.

19. Conflict of Interest

No member, officer, or employee of the County, or its designees or agents, no member or the governing body of the County in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

20. 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.

21. 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.
22. 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.

23. 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.
24. **Ownership**

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

25. **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 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.

26. **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.

27. **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.

28. **Amendment**

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

29. **Exhibits**

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.
30. **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.

31. **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.

32. **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.

33. **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, gender 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. At the County's request, Georgia Behavioral shall furnish to the County certificates from Georgia Behavioral's insurers showing such coverage in effect and agreeing to give the County ten (10) days prior written notice of cancellation of the coverage.

(g) Obligation to Verify Insurance. The County shall be under no obligation to insure that Georgia Behavioral, or any subcontractor, complies with the insurance requirements of this Agreement, and the Georgia Behavioral 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. The Georgia Behavioral further agrees indemnify and hold harmless the County for any claims arising from the Georgia Behavioral's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

(h) When operating on the property of the County, Georgia Behavioral shall abide by the County's applicable Risk Management requirements, as may be provided from time to time by the County.

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.

34. Hold Harmless Clause

Georgia Behavioral hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releases), 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 Georgia Behavioral, its agents, employees, subcontractors, or others working at the direction or on behalf of Georgia Behavioral. Georgia Behavioral's obligation to
35. **Termination**

[24 CFR 92.504(C) (13)] contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The COUNTY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) days’ written notice from the COUNTY to Georgia Behavioral for the following reasons:

a) Failure to perform the services set forth in the Scope of Services and requirement’s incident thereto.

b) Failure to comply with the provisions of this Agreement.

c) Making unauthorized or improper use of funds provided under this Agreement.

d) Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.

e) The carrying out of the tasks to be performed or the objective of the Agreement is rendered improvable, unfeasible, impossible or illegal.

f) Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.

g) Upon the determination of the COUNTY that the Agreement be suspended or terminated, without cause.

h) For the convenience of the COUNTY in accordance with 24 CFR 85.44. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

36. **Compliance with Guidelines Recommended by the Economic and Community Development Department and Approved by the County**

It is expressly understood between the COUNTY and Georgia Behavioral that: Georgia Behavioral may not make change orders, which would require an increase in the proceeds, provided in this Agreement. Requests for additional funds must be made in a new application and reviewed in accordance with normal HOME Program selection procedures.

37. **Georgia Behavioral Shall Execute a Lobbying Certification (Exhibit “E”) annually as an inclusion in this Document.**
38. **Budgets**

It is expressly understood by Georgia Behavioral that budgets shall not be exceeded in any case. Georgia Behavioral may request consideration of budget revisions by the COUNTY. Every request for revision must be submitted in writing. Repayment of HOME investment funds (Program Income) shall not be considered by Georgia Behavioral as increasing budget capital COUNTY unless approval has been sought and received in writing from the COUNTY.

1. 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.

39. **Miscellaneous**

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement. Georgia Behavioral states that it possesses experience, know-how, and ability in conducting and performing the program which is the subject of this Agreement and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of COUNTY. Georgia Behavioral agrees to put forth its best efforts on behalf of the COUNTY herein and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

All references herein to statutes, ordinances, codes and regulations shall include any amendments thereto adopted or put into effect during the duration of this Agreement.

40. **Choice of Law and Venue**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.
WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

GEORGIA BEHAVIORAL HEALTH SERVICES

By: ____________________________ Date

Attested: ____________________________ Date
Notary Public

COUNTY:
MACON-BIBB COUNTY

By: ____________________________ Date
Robert A.B. Reichert, Mayor

Attested: ____________________________ Date
Sheila Thurmond, County Clerk

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT:

By: ____________________________ Date
Wanzina Jackson, Director

Attested: ____________________________ Date
Notary Public
EXHIBIT “A”

1. The Economic and Community Development Department (ECDD) agrees to provide up to $299,944 of HOME Investment Partnership Program funds to Georgia Behavioral Health Services (Georgia Behavioral) to construct one (1) sustainable group home, in the East Macon Neighborhood (980-82 Schaffer Place).

Actual project sites, houses, construction time tables, funding amounts, etc. will be specified in EXHIBIT-B. Each new project added under EXHIBIT-B must be reviewed and approved by the Director of the Economic and Community Development Department.

2. ECDD must approve the plans and specifications for each project before work is begun and funds are released. Construction payments will be released to Georgia Behavioral in accordance with a payment schedule outlined in a construction contract between Georgia Behavioral and the Contractor.

3. Georgia Behavioral will provide the lots on which homes are to be built.

4. With BCDD approval, Georgia Behavioral may use HOME funds:
   a. To help pay the development costs as outlined below in item 5.
   b. As permanent financing (second mortgage loans) for qualified home buyers as outlined in item 6.
   c. As the source of funds from which a project developer’s fee will be paid as outlined in item 7.

5. Construction Costs and Requirements.
   a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT-B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
   b. Georgia Behavioral will provide construction management for the project to ensure that construction work is being carried out in accordance with plans and specs, and on time.
   c. Georgia Behavioral must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each house, Georgia Behavioral must also collect a Certificate of Occupancy from the contractor that has been issued by Inspection and Fees.
   d. Georgia Behavioral must collect progress and final lien releases from the contractor, subcontractors and material suppliers prior to making a payment to a contractor.
   e. ECDD may continually inspect each house for contract compliance and to determine the percent of completion prior to honoring a draw request and releasing payment. ECDD may elect to make up to five (5) payments per house. ECDD may choose not to release payments if the work being performed is not of acceptable quality to ECDD and if the house is not being built in accordance with plans and specifications, or on schedule.
6. Project Developer Fees

a. **Georgia Behavioral** can draw down up to $8,000 per house of these HOME funds to pay itself a project developers' fee. Drawdowns are to be requested at the milestones listed below:

1) $1,000.00  When plans have been approved by ECDD and Georgia Behavioral has entered into a contract with a contractor to build a house.

2) $2,000.00  When construction is 50% complete.

3) $4,000.00  When construction is 100% complete.

4) $1,000.00  At completion.
EXHIBIT "B"

To be provided at time of contract preparation
SCHEDULE OF COMPLETION

1) Begin construction on the first two (2) houses by __________, 201_, at the latest.

2) Complete construction on the first two (2) houses by __________, 201_, at the latest.

3) Complete construction of all houses under this contract within twelve (12) months of the contract date.
EXHIBIT “C”

SECTION 3 COMPLIANCE

In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, Georgia Behavioral Health Services (Georgia Behavioral) hereby gives notice that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex be denied employment and further assurance is also given that Georgia Behavioral will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight on the job location, for the benefit of interested parties and all subcontractors will be notified of the policy provisions. All Equal Opportunity Posters will be displayed as required.

Georgia Behavioral’s Executive Director has been appointed as the Equal Employment Opportunity Officer for the project to coordinate project efforts, to advise and assist key personnel and staff, and officially serve as focal point for complaints with regard to Section 3 Compliance, etc.

Furthermore, Section 3 requirements and language will be in each contract bid and/or proposal for work on this project. The project will require Section 3 and Executive Order 1124 Compliance by covered contractors.

UTILIZING LOWER INCOME RESIDENTS:

To the maximum extent feasible, Georgia Behavioral and any contractors will use lower income residents as trainees and workers (if qualified) to complete the work of this project. Special outreach efforts will be made to various public and private recruitment sources. Special emphasis will be made to recruit minorities and women in the project area. Georgia Behavioral and all contractors will determine by craft the approximate manpower needs to complete the project. These manpower needs will be made known to the above recruitment sources. Racial mix of the total workforce will, to the extent possible reflect the racial mix in the project area.

PROMOTION, DEMOTION, PAY RATES, LAYOFFS, ETC:

All personnel actions of Georgia Behavioral shall be made on a non-discriminatory basis without regard to race, color, national origin, age, familial status, handicap or sex. Georgia Behavioral will inform each contractor of these affirmative requirements and insure compliance.

135.20 Assurance of Compliance Regulations

(a) Every contract or agreement for a grant, loan, subsidy, or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, entered into by the Department of Housing and Urban Development with respect to a section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
(b) Every applicant, recipient, contracting party contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause referred to as a Section 3 clause:

A) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

B) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to the contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C) Georgia Behavioral will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D) Georgia Behavioral will include this Section 3 clause in every contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the contractor is in violation of regulations issued by the Secretary of Housing and Urban development, 24 CFR 135. Georgia Behavioral will not contract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any contract unless the contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon this applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.
F) Where competitive bids are solicited for contracts, the bidders shall submit their utilization goals, and their affirmative action plans for accomplishing their goals, and Georgia Behavioral in evaluating each bid, to determine its responsiveness, shall carefully evaluate the bidders submission to determine whether the affirmative action plan proposed will accomplish the stated goals.

RECORDS AND REPORTS:

Georgia Behavioral will submit all reports required in a timely fashion. Georgia Behavioral shall also assure that all contractors submit required reports as needed.

Title: ____________________________
EXHIBIT “D”

COUNTY POLICY STATEMENTS
FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT
AND
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

A) Procurement Standards:

1) All procurement transactions regardless of whether negotiated or advertised and with regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition consistent with the Cost Principles for Nonprofit Organizations, OMB Circular A-122 and such other standards as may be incorporated in this Agreement by the County.

2) Positive efforts shall be made by Georgia Behavioral to utilize small business and minority-owned business sources of supplies and service.

3) An inventory of all articles purchased over $300 or which are considered equipment shall be appropriately tagged by Georgia Behavioral and recorded on an inventory as federal property. A copy of the inventory shall be kept up to date and submitted to the Economic and Community Development Department (ECDD) Special Projects staff upon reasonable request, especially when changes occur.

4) All loss, damage, or theft of equipment, supplies or property purchased with CDBG or HOME Program monies shall be investigated and fully documented by the Macon-Bibb County Sheriff’s Office. A copy of this report is to be forwarded within ten (10) days to ECDD and items lost due to theft removed from the inventory list.

B) Program Income: 24CFR 570.504 (C) and 24 CFR 92.504 (C) (3) provide that this Agreement shall specify whether program income is to be returned to the County or retained by Georgia Behavioral.

In accordance with the provision, all program income or repayment, earned during the grant period shall be returned to the County. The County shall decide whether such program income or repayment of investment will be:

1) Added to CDBG Funds or HOME Funds committed to the project by Georgia Behavioral and used to further eligible program objectives; or.

2) Deducted from the total project cost for the purpose of determining the net costs on which Federal share of costs will be based, and drawdown requests made.

All program income or repayment earned in whole or in part with CDBG Funds or Home Funds shall be reported monthly on the Financial Status
Reports. Project income or repayment of investment shall be returned to the County for deposit in accordance with paragraph 6.b.(3) above.

Georgia Behavioral may submit a written request for use of the program income or repayment returned to the County along with a proposed revision budget. The request shall identify specific activities for which the funds would be used. The County will consider such requests in light of its responsibilities for meeting specified national objectives and maintaining mandated spending ratios. Due to the procedural requirements of the County, its responsibilities under State law, and to prevent undue burdening, response to such requests may be delayed.

Funds shall not be used for expenditures that are not contained in an approved budget. Expenditures for program activities using program income or fund repayment shall be reported expended as federal dollars. Neither program income nor fund repayment shall be considered by the Contractor as an automatic increase in budget capital.

C) Federal Audits Records

1) Georgia Behavioral shall employ those management techniques necessary to insure adequate and proper fiscal accountability of all Community Development Block Grant (CDBG) Funds and Home Funds received and disbursed. This may include, but not be limited to, separate ledgers for CDBG and HOME Program Funds and/or a separate bank account with ledger documentation.

2) A record of all CDBG and HOME program expenditures including payroll, purchase vouchers and claims, etc. shall be kept on file by Georgia Behavioral and retained for a three (3) year period for federal audit or for the period of time as required by applicable program regulations, whichever is longer.

3) All quarterly programmatic progress reports shall be retained by Georgia Behavioral for a three (3) year period for audit purposes or for the period of time as required by program regulations, whichever is longer.

4) Expenditures by Georgia Behavioral prior to the term of this Agreement shall not be eligible expenditures under CDBG or HOME Program Funding.

5) Georgia Behavioral shall submit to the County a copy of any audit reports pertaining to the use of CDBG or HOME Program Funds.

6) Non-profit Georgia Behavioral, must comply with the independent audit provisions of A-133 if applicable.

D) CDBG and HOME Program Funding Drawdown Procedure

HUD Issuance's 1900.23, Letter of Credit Procedures - Treasury Regional Disbursing Office System, January 1975, Chapter 2, Paragraph 3A provides as follows:
“Cash advances to the recipient organization shall be limited to the minimum amount needed and shall be times to be in accord only with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the recipient organization for direct program cost, and the proportionate share of any allowable indirect cost.”

Requests by Georgia Behavioral for Home Program Funds shall be based on actual need rather than 1/12th of the total allocation or similar formulas, and shall be due into the CDBG staff ten (10) working days prior to the expected receipt of actual funds.

Monthly Financial Status Reports for the previous month shall be submitted by the tenth (10th) calendar day of each month.

HOME program drawdown procedures are more complicated due to requirements for a formal project set-up in the Cash Management System (CMI), formal drawdown request forms and project completion reports. All such requirements must be met by Georgia Behavioral and shall be arranged in advance with County staff at ECDD.

E) Personnel Changes:

By-laws, personnel policies, pay scales and internal operating procedures of Georgia Behavioral shall be the responsibility of and determined by its Board of Directors in accordance with applicable law and regulations. Copies of such personnel policies, by-law, pay scales and internal operating procedures, along with any changes in connection therewith, shall be furnished to the County for its review and comment.

F) The County program administration staff shall be furnished copies of all licenses and certifications of Public Liability Insurance for all Community Development Block Grant Programs and Home Programs within two (2) weeks after the execution of this Agreement.

EXHIBIT “E”

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence loan officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal Loan,
the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all shall certify and disclose accordingly.

By: __________________________
   Executive Director

Date: _________________________

ATTEST:

______________________________
Secretary
Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(i)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on______ , 201__ in________________ (city), ______________ (state).

Signature of Authorized Office or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ______________________ DAY OF ________, 201__ .

Notary Public

My Commission Expires:
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ___________________________ (name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 201_ in ____________________________ (city), __________________________ (state).

Signature of Authorized Office or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201_ .

Notary Public

My Commission Expires:
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

__________________________________________
Federal Work Authorization User Identification Number

__________________________________________
Date of Authorization

__________________________________________
Name of Sub-subcontractor

__________________________________________
Name of Project

__________________________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20_ in (city) (state).

__________________________________________
Signature of Authorized Office or Agent

__________________________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _DAY OF_____, 20_.

__________________________________________
Notary Public

My Commission Expires:
Tuesday, August 12, 2014
PUBLIC SAFETY COMMITTEE

Commissioner Scotty Shepherd - Chairman
Commissioner Virgil Watkins - Vice Chairman
Commissioner Mallory Jones
Commissioner Elaine Lucas
Commissioner Larry Schlesinger
Dale Walker - Staff Contact

1. APPROVAL OF MINUTES

Subject: A. APPROVAL OF MINUTES FROM MEETING ON JULY 8, 2014
Meeting: Aug 12, 2014 - PUBLIC SAFETY COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
7-8-2014.pdf (478 KB)

2. REVISIONS TO THE CODE: CHAPTER 5: ANIMALS

Subject: A. An Ordinance to revise Chapter 5, Section 5-12 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for offenses regarding the care and control of licensed or permitted animals, mandating court appearance for the third and fourth offenses under this section, and adding a fee to fund animal welfare education expenses
Meeting: Aug 12, 2014 - PUBLIC SAFETY COMMITTEE
Category: 2. REVISIONS TO THE CODE: CHAPTER 5: ANIMALS
Access: Public
Type: Action

File Attachments
8-12-2014 - Ord Revise Inaugural Code (Care Control of Animals).pdf (886 KB)

Subject: B. An Ordinance to revise Chapter 5 - Section 5-13 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of abandoning a domesticated animal
Meeting: Aug 12, 2014 - PUBLIC SAFETY COMMITTEE
Category: 2. REVISIONS TO THE CODE: CHAPTER 5: ANIMALS
<table>
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**File Attachments**

*8-12-2014 - Ord Revise Inaugural Code (Abandoning Domestic Animal).pdf (832 KB)*

**Subject**

C. An Ordinance to revise Chapter 5, Section 5-22 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of tethering and transport, prohibited conduct

**Meeting**

Aug 12, 2014 - PUBLIC SAFETY COMMITTEE

**Category**

2. REVISIONS TO THE CODE: CHAPTER 5: ANIMALS

**Access**

Public

**Type**

Action

**File Attachments**

*8-12-2014 - Ord Revise Inaugural Code (Tethering Transport).pdf (874 KB)*
PUBLIC SAFETY COMMITTEE

MINUTES

July 8, 2014

The Public Safety Committee was called to order at 9:50 a.m. by Committee Chairman Shepherd.

COMMITTEE MEMBERS PRESENT:

Commissioner Mallory Jones
Commissioner Larry Schlesinger
Commissioner Scotty Shepherd
Commissioner Virgil Watkins
Commissioner Elaine Lucas

COMMISSION MEMBER ABSENT

Commissioner Gary Bechtel

OTHERS PRESENT:

Mayor Robert A. B. Rechert
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Commissioner Ed DeFore
Sheriff David Davis
Dale Walker, County Manager
Judd Drake, County Manager
Steve Layson, Asst. County Manager
Chris Floore, Asst. to the County Manager
Julie Moore, Asst. to the County Manager
Opie Bowen, Asst. County Attorney
Reginald McClendon, Asst. County Attorney
Shelia Thurmond, Clerk of Commission
Janice Ross, Training & Events Coordinator
Jean Howard, Asst. Clerk of Commission
Crystal Jones, Sr. Asst. County Attorney
Charles Coney, Asst. County Manager

NEWS MEDIA:

Jim Gaines, The Telegraph

VISITORS/GUESTS:

Rick Jones, Executive Director, Macon Transit Authority
Andy Stroud, Marketing Manager, Macon Transit Authority
Brad Wilson, Attorney, Macon Transit Authority
Don Drufft, Executive Director, EMA
Tom Wilcome

1. Approval of Minutes from Meeting on June 24, 2014

ACTION:

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins, and carried unanimously with Commissioners Lucas, Shepherd and Jones voting in the affirmative, the minutes of the June 24, 2014 meeting were approved as written.

2. Juvenile Justice Incentive Grant Funds

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried with Commissioners Jones, Shepherd and Lucas voting in the affirmative, the resolution authorizing the acceptance of a Juvenile Justice Incentive Grant in the amount of $387,384 from the Georgia Criminal Justice Coordinating council that has been awarded to the Bibb County Juvenile Court was approved.
3. Administrative Services for Drug Court

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Jones and Shepherd voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with the Third Judicial Administrative District of Georgia for $79,688.77 for Administrative Services Provided to the Macon – Bibb County Drug Court and to Employ a Qualified Individual To serve as Administrator of the Macon-Bibb County Drug Court was approved.*


**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Jones and Shepherd voting in the affirmative, the resolution approving the Bibb County Emergency Management Agency Emergency Operations Plan for 2014 was approved.*

There being no further business, and on motion duly made and seconded, the meeting was adjourned.

______________________________
Sheelia Thurmond, CCC
Clerk of the Commission
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO REVISE CHAPTER 5, SEC. 5-12 OF THE INAUGURAL CODE OF ORDINANCES FOR MACON-BIBB COUNTY INCREASING THE AMOUNT CHARGED FOR OFFENSES REGARDING THE CARE AND CONTROL OF LICENSED OR PERMITTED ANIMALS, MANDATING COURT APPEARANCE FOR THE THIRD AND FOURTH OFFENSES UNDER THIS SECTION, AND ADDING A FEE TO FUND ANIMAL WELFARE EDUCATION EXPENSES; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; 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, 2012 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, the current Macon-Bibb County Animal Welfare violation fees are substantially lower than those charged by nearby comparative governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director wishes to bring the fees for animal violations in line with comparative local governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director hopes that the possible incursion of said fees will encourage compliance with our local animal ordinances, thereby promoting the safety of the citizens and animals of Macon-Bibb County; and

WHEREAS, there are mandated continuing education requirements for the employees of Macon-Bibb County Animal Welfare; and

WHEREAS, the addition of a five dollar ($5.00) fee to be placed on every animal welfare citation will be used to fund mandated Animal Welfare educational requirements for its employees; and

WHEREAS, the ordinance 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.

Chapter 5, Sec. 5-12 — Care and control of licensed or permitted animals; of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended by revising Sec. 5-12 to read as follows:
Sec. 5-12. Care and control of licensed or permitted animals.

Sec. 5-12.

(a) It shall be the duty of the owner, caretaker, or possessor of any licensed or permitted animal to provide adequate shelter, food, water, and sanitary conditions for said animal at all times, and to provide said animal with necessary medical care including, but not limited to, the required annual rabies vaccination.

(b) The owner of any licensed or permitted animal shall be responsible for maintaining control of that animal at all times so as not to be a danger to the person or property of others, or constitute a nuisance as defined in sections 15-1 and 15-26(b)(3).

The owner of any licensed or permitted animal shall be in violation of this code section if he or she allows their animal to: (1) defecate on private property other than that of the owner or on public property unless such waste is immediately removed and properly disposed of by the animal owner; (2) chase moving vehicles including bicycles; (3) molest, attack or interfere with persons in the use of the public rights-of-way; (4) otherwise act in a manner that is contrary to the public health, welfare or safety according to the law.

(c) Every female cat or dog in heat shall be kept segregated from males of their species, except for intentional breeding by the owner.

(d) A person who is convicted or who pleads guilty or nolo contendere to a violation of this section shall suffer the following minimum punishment:

(1) First offense, a minimum fine of seventy-five dollars ($75.00).
(2) Second offense within a one-year period, a minimum fine of one hundred fifty dollars ($150.00).
(3) Third offense within a one-year period, a minimum fine of two hundred twenty-five dollars ($225.00), with a mandatory appearance in Municipal Court.
(4) Fourth offense within a one-year period, a minimum fine of three hundred dollars ($300.00), with a mandatory appearance in Municipal Court.
(5) In addition to the above fines, all fines, regardless of the number of the offense, shall include a five dollar ($5.00) fee to be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.

Section 2.

It is the intention of the Macon-Bibb County Commission that nothing herein shall be interpreted as amending, altering, abolishing, discharging, or in any manner
altering any advisory committees, fines, fees, charges, and/or assessments previously established or adopted by Bibb County or the City of Macon regarding animals for any matter other than the care and control of licensed or permitted animals in Bibb County, the City of Macon, and/or Macon-Bibb County, and that any such advisory committees, taxes, fees, charges, and/or assessments shall continue in full force and effect in Macon-Bibb County consistent with the provisions of the Macon-Bibb County Charter, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942.

Section 3.

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

Section 4.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.

Section 5.

(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 6.

To the extent necessary, penalties in effect for violations of Chapter 1 of the Code of
Ordinances, Macon-Bibb County, Georgia, at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

**Section 7.**

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

**Section 8.**

This Ordinance shall become effective immediately upon its approval by the Mayor.

SO ORDAINED this _____ day of ___________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO REVISE CHAPTER 5, SEC. 5-13 OF THE INAUGURAL CODE OF ORDINANCES FOR MACON-BIBB COUNTY INCREASING THE AMOUNT CHARGED FOR THE OFFENSE OF ABANDONING A DOMESTICATED ANIMAL; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; 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, 2012 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, the current Macon-Bibb County Animal Welfare violation fees are substantially lower than those charged by nearby comparative governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director wishes to bring the fees for animal violations in line with comparative local governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director hopes that the possible incursion of said fees will encourage compliance with our local animal ordinances, thereby promoting the safety of the citizens and animals of Macon-Bibb County; and

WHEREAS, there are mandated continuing education requirements for the employees of Macon-Bibb County Animal Welfare; and

WHEREAS, the addition of a five dollar ($5.00) fee to be placed on every animal welfare citation will be used to fund mandated Animal Welfare educational requirements for its employees; and

WHEREAS, the ordinance 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.

Chapter 5, Sec. 5-13 – Abandonment of animals prohibited; of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended by revising Sec. 5-13 to read as follows:

S:\Law\ORD MACON-BIBB\2014 Revision to Sec. 5-13 Abandonment of animals prohibited
Sec. 5-13. Abandonment of animals prohibited.

Sec. 5-13.

(a) It shall be unlawful for any person to knowingly and intentionally abandon any domesticated animal upon any public or private property or public right-of-way within Macon-Bibb County. Each person who does abandon, knowingly or willingly permits such abandonment, or aids in the abandonment of any domesticated animal shall be in violation of this section.

(b) A person who is convicted, or who pleads guilty or nolo contendere to a violation of this section shall suffer the following minimum punishment:

(1) First offense, a minimum fine of one hundred fifty dollars ($150.00).
(2) Second offense, a minimum fine of three hundred dollars ($300.00).
(3) Third offense, a minimum fine of five hundred dollars ($500.00), with a mandatory appearance in Municipal Court.
(4) Fourth offense, a minimum fine of one thousand five hundred dollars ($1500.00), with a mandatory appearance in Municipal Court.
(5) In addition to the above fines, all fines, regardless of the number of the offense, shall include a five dollar ($5.00) fee to be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.

Section 2.

It is the intention of the Macon-Bibb County Commission that nothing herein shall be interpreted as amending, altering, abolishing, discharging, or in any manner affecting any advisory committees, fines, fees, charges, and/or assessments previously established or adopted by Bibb County or the City of Macon regarding animals for any matter other than the abandonment of domesticated animals in Bibb County, the City of Macon, and/or Macon-Bibb County, and that any such advisory committees, taxes, fees, charges, and/or assessments shall continue in full force and effect in Macon-Bibb County consistent with the provisions of the Macon-Bibb County Charter, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942.

Section 3.

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

Section 4.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.
Section 5.

(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 6.

To the extent necessary, penalties in effect for violations of Chapter 1 of the Code of Ordinances, Macon-Bibb County, Georgia, at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.
Section 8.

This Ordinance shall become effective immediately upon its approval by the Mayor.

SO ORDAINED this ____ day of _____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO REVISE CHAPTER 5, SEC. 5-22 OF THE INAUGURAL CODE OF ORDINANCES FOR MACON-BIBB COUNTY INCREASING THE AMOUNT CHARGED FOR THE OFFENSE OF TETHERING AND TRANSPORT, PROHIBITED CONDUCT; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; 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, 2012 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, the current Macon-Bibb County Animal Welfare violation fees are substantially lower than those charged by nearby comparative governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director wishes to bring the fees for animal violations in line with comparative local governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director hopes that the possible incursion of said fees will encourage compliance with our local animal ordinances, thereby promoting the safety of the citizens and animals of Macon-Bibb County; and

WHEREAS, there are mandated continuing education requirements for the employees of Macon-Bibb County Animal Welfare; and

WHEREAS, the addition of a five dollar ($5.00) fee to be placed on every animal welfare citation will be used to fund mandated Animal Welfare educational requirements for its employees; and

WHEREAS, the ordinance 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.

Chapter 5, Sec. 5-22 — Tethering and transport, prohibited conduct; of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended by revising Sec. 5-22 to read as follows:
Sec. 5-22. Tethering and transport, prohibited conduct.

Sec. 5-22.

(1) Leave a dog or cat tethered outdoors while unattended by its owner.
(2) Tether a dog or cat except by means of a properly fitting harness or collar of nylon or leather construction and a tether in proportion to the size of the animal. The tether must be at least fifteen (15) feet in length with a swivel at both ends.
(3) Tether a dog or cat outdoors under conditions where the animal or tether can become entangled on the tether, another animal, or some other object or where the tether can restrict the animal’s access to suitable, edible, and sufficient food, clean water (cool in summer and unfrozen in winter), and appropriate shelter.
(4) Tether a dog or cat outdoors in unsafe or unsanitary conditions or when said tether does not allow the animal to defecate or urinate in an area separate from the areas where it must eat, drink or lie down.
(5) Expose a dog or cat to any weather conditions that cause immediate imminent threat to the animal’s physical well-being.
(6) Transport any dog or cat in the bed of a pickup truck unless the dog or cat is secured inside of a commercially designed container intended for the safe transport of dog and cats or otherwise secured so as not to allow the dog or cat the ability to escape from the vehicle.

(b) A person who is convicted, or who pleads guilty or nolo contendere to a violation of this section shall suffer the following minimum punishment:

(1) First offense, a minimum fine of one hundred dollars ($100.00).
(2) Second offense within a one-year period, a minimum fine of three hundred dollars ($300.00).
(3) Third offense within a one-year period, a minimum fine of five hundred dollars ($500.00), with a mandatory appearance in Municipal Court.
(4) Fourth or subsequent offense, a minimum fine of one thousand five hundred dollars ($1500.00), with a mandatory appearance in Municipal Court.
(5) In addition to the above fines, all fines, regardless of the number of the offense, shall include a five dollar ($5.00) fee to be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.

Section 2.

It is the intention of the Macon-Bibb County Commission that nothing herein shall be interpreted as amending, altering, abolishing, discharging, or in any manner affecting any advisory committees, fines, fees, charges, and/or assessments previously established or adopted by Bibb County or the City of Macon regarding animals for any matter other than the tethering and transport, prohibited conduct of animals in Bibb County, the City of Macon, and/or Macon-Bibb County, and that any such advisory
committees, taxes, fees, charges, and/or assessments shall continue in full force and effect in Macon-Bibb County consistent with the provisions of the Macon-Bibb County Charter, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942.

Section 3.

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

Section 4.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.

Section 5.

(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 6.

To the extent necessary, penalties in effect for violations of Chapter 1 of the Code of Ordinances, Macon-Bibb County, Georgia, at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.
Section 7.

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

Section 8.

This Ordinance shall become effective immediately upon its approval by the Mayor.

SO ORDAINED this ___ day of ______________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________
SHEILIA THURMOND, CLERK OF COMMISSION
Tuesday, August 12, 2014
FACILITIES AND ENGINEERING COMMITTEE

Commissioner Al Tillman - Chairman
Commissioner Mallory Jones - Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Steve Layson - Staff Contact

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From Meeting on July 8, 2014
Meeting: Aug 12, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
7-8-2014.pdf (478 KB)

2. DEDICATION OF PARKWAY PLAZA DRIVE

Subject: A. A Resolution accepting the dedication of a public road located at or near Bloomfield Parkway and Eisenhower Parkway in the 4th Land District and to declare that said road shall be open for public use and maintained by Macon-Bibb County
Meeting: Aug 12, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 2. DEDICATION OF PARKWAY PLAZA DRIVE
Access: Public
Type: Action

File Attachments
8-12-2014 - Res Dedication of Public Road.pdf (1,107 KB)

3. CONTRACT WITH C.W.MATTHEWS FOR ROAD CONSTRUCTION

Subject: A. A Resolution authorizing the Mayor to execute an agreement with C.W. Matthews Contracting Company, Inc. for road reconstruction and full depth road reclamation services
Meeting: Aug 12, 2014 - FACILITIES AND ENGINEERING COMMITTEE
4. AGREEMENT WITH WOMACK PAVING FOR LANDFILL ENTRANCE REHABILITATION

Subject: A Resolution authorizing the Mayor to execute an agreement with Womack Paving, Inc. in the amount of $65,076.45 for landfill entrance rehabilitation

Meeting: Aug 12, 2014 - FACILITIES AND ENGINEERING COMMITTEE

5. STORM WATER MANAGEMENT AND DRAINAGE IMPROVEMENTS

Subject: A Resolution authorizing the Mayor to execute an intergovernmental agreement between Macon-Bibb County and the Macon Water Authority to serve as the County’s agent for the design, procurement, construction, and completion of storm water management projects and drainage improvements funded by SPLOST funds

Meeting: Aug 12, 2014 - FACILITIES AND ENGINEERING COMMITTEE

6. GUIDELINES FOR SPECIAL SANITARY SEWERAGE

Subject: A. An Ordinance amending Chapter 29, Article VIII and Chapter 29 Article IX of the Drainage and Paving Districts Section of the Code of Ordinances to include guidelines for special sanitary sewerage districts and setting forth uniform procedures for the creation of said districts; to amend Chapter 29, Article IX to reflect the current water system ordinances; to add Chapter 29, Article X to reflect the current residential street lighting ordinances

Meeting: Aug 12, 2014 - FACILITIES AND ENGINEERING COMMITTEE

Category 6. GUIDELINES FOR SPECIAL SANITARY SEWERAGE
### 7. ELIMINATING FEE FOR BOUNCE HOUSES

**Subject**  
A. A Resolution eliminating the $50 Fee charged by the Parks and Recreation Department to citizens who reserve public facilities for use of inflatatable structures known as bounce houses

**Meeting**  
Aug 12, 2014 - FACILITIES AND ENGINEERING COMMITTEE

**Category**  
7. ELIMINATING FEE FOR BOUNCE HOUSES

**Access**  
Public

### 8. HAYWOOD ROAD NAME CHANGE

**Subject**  
A. A Resolution to rename Haywood Road to Marshell Stenson Jr. Drive

**Meeting**  
Aug 12, 2014 - FACILITIES AND ENGINEERING COMMITTEE

**Category**  
8. HAYWOOD ROAD NAME CHANGE

**Access**  
Public

**Type**  
Action

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File Attachments  
8-12-2014 - Bounce Houses.pdf (554 KB)  
8-12-2014 - Haywood Road Name Change.pdf (2,517 KB)
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

July 8, 2014

The Facilities and Engineering Committee was called to order at 10:05 a.m. by Committee Chairman Al Tillman.

COMMITTEE MEMBERS PRESENT:

Commissioner Mallory Jones – Vice Chairman
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Al Tillman - Chairman

COMMITTEE MEMBER(S) ABSENT:
Commissioner Gary Bechtel

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Virgil Watkins
Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Mayor Pro Tem Bert Bilins
Judd Drake, County Attorney
Crystal Jones, Sr. Aast. County Attorney
Opie Bowen, Asst. County Attorney
Reginald McClendon, Asst. County Attorney
Shelia Thurmond, Clerk of the Commission
Janice Ross, Training & Event Coordinator
Dale Walker, County Manager
Steve Layson, Assistant County Manager
Chris Floore, Asst. to the County Manager
Doron Dvorak, Compliance Officer
Julie Moore, Assistant to the County Manager
Jean Howard, Asst. Clerk of Commission
Charles Coney, Asst. County Manager
Sheriff David Davis
Danny Thompson, Sheriff's Office

1. Approval of Minutes from the June 24, 2014 meeting

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Shepherd and carried unanimously with Commissioners Tillman and Jones voting in the affirmative, the minutes of the June 24, 2014 meeting were approved.

2. Terminal Station

Mayor Reichert addressed the need to transfer the Terminal Station to the Macon – Bibb County Transit Authority. He stated that there are several benefits for transferring the building which includes if the expenses exceed the revenue then the deficit may be charged back to the Federal Government, many grants that the Macon-Bibb County Transit Authority are not eligible for will now

July 8, 2014
become available, and finally the Driver's License office which is housed in the Terminal Station can be charged rent making the building more profitable for the Transit Authority. Mr. Jones, Executive Director of the Transit Authority, stated that the Terminal Station needed much more in renovations than was generally known. There are many grants that the Transit Authority could apply for renovations of a historic building if the building was in their name.

ACTION:

On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners Watkins and DeFore, voting in the affirmative, the resolution authorizing the Mayor to execute an agreement for the transfer of the Terminal Station Building to the Macon – Bibb County Transit Authority contingent upon approval by the Federal Transit Authority was approved.

3. Agreement with Correct Health for Inmates.

ACTION:

On motion of Commissioner Shepherd, seconded by Commissioner DeFore and carried unanimously with Commissioners Jones and Tillman, voting in the affirmative, the resolution authorizing the Mayor to execute amended agreement with Correct Health Bibb, LLC to provide continued physical health services for inmates and detainees of the County was approved.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

Sheila Thurmond, CCC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING THE DEDICATION OF A PUBLIC ROAD LOCATED AT OR NEAR BLOOMFIELD PARKWAY AND EISENHOWER PARKWAY IN THE 4TH LAND DISTRICT AND TO DECLARE THAT SAID ROAD SHALL BE OPEN FOR PUBLIC USE AND MAINTAINED BY MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Owner/Developer 3620 Parkway LLC has constructed an access road to the Parkway Village Shopping Center located at or near Bloomfield Parkway and Eisenhower Parkway; and

WHEREAS, the access road has been built according to the specifications required by the Macon-Bibb County Engineering Office; and

WHEREAS, a plat showing said access road, as well as the right of way, has been attached hereto as Exhibit A; and

WHEREAS, 3620 Parkway LLC wishes to dedicate said access road, as well as the right of way, to Macon-Bibb County as a public road and for future maintenance by Macon-Bibb County; and

WHEREAS, the access road has been inspected by the Macon-Bibb County Engineering department, and said department has recommended accepting said access road and right of way; and

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 dedication of the public road located at or near Bloomfield Parkway and Eisenhower Parkway, and described fully in Exhibit A, is hereby accepted by Macon-Bibb County and said road shall be open for public use and maintained by Macon-Bibb County.

SO RESOLVED this ______ day of ________, 2014.

By: __________________________
ROBERT A.B. REICHERT, Mayor

Attest:
SHEILA THURMOND, Clerk of Commission
CONCEPTUAL MASTER PLAN FOR
PARKWAY PLAZA DRIVEWAY

Widner & Associates, Inc.
STATE OF GEORGIA
COUNTY OF BIBB

To the County Board of Commissioners of Said County:

The undersigned petitioner respectfully ask that the following described road be established and maintained as a public road of Macon-Bibb County, and entered upon the Public Road Register to be described upon and Register as the Bloomfield Parkway Extension Road. Said road to commence at or near Bloomfield Parkway in the 4th Land District and extend thence in an easterly direction, along or through the lands of 3620 Parkway, LLC, a distance of approximately 716.86 feet and terminating at property now or formerly owned by Toys "R" Us, Inc. Said road or right-of-way upon which it is established to have a uniform width of 50 feet.

Said tract of land is more particularly described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 148, 4th Land District, Macon-Bibb County, Georgia being described as “50’ Access Easement A-1” according to the plat entitled “ALTA/ACSM Land Title Survey for JTL Capital, L.L.C. & Benchmark Title Services, L.L.C.” dated January 25, 2005 prepared by Ralph A. True, GRLS No. 2202, a copy of which is attached hereto as Exhibit A. Said tract of land has such size, shape and dimensions as shown on said plat which is incorporated herein and made a part hereof by this reference for the purpose of a more completed and accurate description of said tract.

Said tract of land is conveyed subject to all easements shown on said plat.

And for the purpose of procuring the establishment and maintenance of said road by the County, aforesaid, the undersigned petitioner does hereby dedicate for road purposes the right-of-way for said road.
road in so far as its land is included in said right-of-way. The right-of-way aforesaid has been surveyed and plat of such survey is attached hereto and made a part hereof, for purposes of more complete identification of said right-of-way.

And in consideration of one dollar ($1.00) cash in hand paid by Macon-Bibb County to the undersigned, said County is granted the right and privilege to enter upon the lands of the undersigned and lay out such highway and it is agreed when such highway has been established, Macon-Bibb County shall notwithstanding any other provisions in this contract immediately become vested with the title to all the land between parallel lines, each equi-distant from the center line of each highway as laid out and 25 feet therefrom, so that the County shall have a right-of-way for the entire length of said road 50 feet wide, with center line of the road as actually laid out, the center line of the right-of-way.

And for the consideration, the undersigned does further grant to Macon-Bibb County the right to all necessary drainage in the construction and maintenance of said road constructed over the said right-of-way on land adjacent thereto and also release said county from any claim of damage arising on account of construction of said road, or fills and embankment, ditches or culverts or bridges, on account of back water changing of courses of streams or in any other manner.

The undersigned hereby warrants that it has the right to sell and convey said land and binds itself, its successors and assigns, forever to defend by virtue of these presents.

This the ______ day of May, 2014

3620 Parkway, LLC
a Georgia limited liability company

By: __________________________ (SEAL)
as its _________________________

Signed, sealed and delivered in the presence of:

_____________________________________
Notary Public

Commission Expiration Date: ____________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH C.W. MATTHEWS
CONTRACTING CO. INC. FOR ROAD RECONSTRUCTION AND FULL DEPTH ROAD
RECLAMATION SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, C.W. Matthews Contracting Co., Inc. is a Georgia corporation based in
Marietta, Georgia specializing in commercial asphalt, bridge construction projects, and roadway
improvements; and

WHEREAS, on or about March 8, 2014, an Invitation for Bids was issued by the Macon-
Bibb County Procurement Department soliciting bids for road reconstruction and full depth road
reclamation services; and

WHEREAS, upon completion of the bidding process, four (4) companies submitted
completed proposals for said projects; and

WHEREAS, C.W. Matthews Contracting Co., Inc. was the lowest bidder of said projects
and the Macon-Bibb County Engineering Department recommended that the project be awarded
to the company; and

WHEREAS, the total bid amount to complete the road reconstruction and road
reclamation projects is two million one hundred sixteen thousand four dollars and fifteen cents
($2,116,004.15); and

WHEREAS, the project is scheduled to be completed within one hundred and eighty
days (180) of the start date agreed upon by the Macon-Bibb County Engineering Department and
C.W. Matthews Co., Inc.; and

WHEREAS, the completed bid package submitted by C.W. Matthews Co., Inc.
demonstrated that the company has substantial experience in the areas of road reconstruction and
full depth road reclamation, and that said company has also completed similar projects of this
manner; and

WHEREAS, completion of this project will benefit and promote the health, safety,
morals and welfare of the citizens of Macon-Bibb County; and

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 C.W. Matthews Contracting Co., Inc. for road reconstruction and full depth road reclamation services.

SO RESOLVED this ____ day of __________________, 2014.

By: ________________________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ______________________________________________
    SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA

MACON-BIBB COUNTY

"Reconstruct Road – Full Depth Reclamation"

Bid Number: 14-012-ND

This Independent Contractor Agreement (hereinafter “Agreement”) is entered into this __________ day of ____________ , 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (hereinafter “County”) and C.W. Matthews Contracting Co., Inc., a corporation based in Marietta, Georgia (hereinafter “Independent Contractor”), collectively referred to as the “Parties”, and individually may be referred to as “Party”. In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

I. 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 the Independent Contractor Service Addendum attached hereto as Exhibit “A”, (hereinafter “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 May 8, 2014, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Request for Proposal (hereinafter “RFP”) issued by the County on March 8, 2014 and all information dispensed during the Pre-Bid Conference held by County on April 3, 2014 are hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP and Pre-Bid Conference information are inconsistent with the express provisions of this Agreement. Furthermore, Addendum #1 issued by the County on April 14, 2014, Addendum #2 issued by the County on April 16, 2014, Addendum #3 issued by the County on April 23, 2014, Addendum #4 issued by the County on April 30, 2014, Addendum #5 issued by the County on May 5, 2014, and the Revised Bid Form submitted by Independent Contractor on May 8, 2014 are hereby included in Exhibit “A-1” and are expressly made part of this Agreement. Independent Contractor agrees to the terms of each said Addendum document and the Revised Bid Form, except to the extent that said documents 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:**
Macon-Bibb County  
ATTN: Mayor’s Office  
700 Popular Street  
Macon, GA 31202

**For Independent Contractor:**
C.W. Matthews Contracting Co, Inc.  
ATTN: Michael Kluckling, VP  
1600 Kenview Drive NW  
Marietta, Georgia 30060

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.

(b) 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 BEO Clause.

(c) 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, gender identity, age, disability or
    political affiliation.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(g) 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.

25. Affirmative Action

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  (g) Rates of Pay and other forms of compensation
(b) Upgrading (h) Training programs and selection for apprenticeship
(c) Promotion (i) Recruitment advertising and recruitment efforts
(d) Transfer (j) Employment goals
(e) Layoff (k) Written plan to achieve those goals with timetables
(f) Termination

26. Insurance Requirements

(a) Commercial General Liability. Independent Contractor agrees to procure and maintain a Commercial General Liability Insurance Policy (hereinafter “CGL”) GL 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; and $2,000,000.00 general aggregate.
(b) **Business Automobile Liability.** Independent Contractor agrees to procure and maintain a Business Automobile Liability Insurance Policy (hereinafter “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.

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

(d) **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.

(e) **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.

(f) **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.

27. **Verification and Compliance**

(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.

**On Behalf of Macon-Bibb County:**

By: ___________________________  ___________________________
    Robert A. B. Reichert, Mayor  Date

Attest: ___________________________  ___________________________
        Sheila Thurmond, Clerk of Commission  Date

**On Behalf of C.W. Matthews Contracting Co., Inc.:**

By: ___________________________  ___________________________
    Signature of Independent Contractor  Date

    ___________________________  ___________________________
    Printed Name of Independent Contractor  Job Title of Signor

Attest: On this, the _______ day of ______________________ 20____, before me personally appeared ____________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public  (Notary Seal/Stamp)
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91 (b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GHORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number __________________________

Name of Contractor __________________________

Date of Authorization __________________________

Name of Project __________________________

Name of Contractor __________________________

Name of Public Employer __________________________

Verification Clause:

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

Executed on this ______ day of ________________ , 20____ in ________________, ______

State __________________________

City __________________________

Signature of Authorized Officer __________________________

Printed Name and Job Title of Officer __________________________

Attest: On this, the ______ day of ________________ , 20____, before me personally appeared __________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public __________________________

(Notary Seal/Stamp)
SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ________________________ (name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E- Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number

Name of Contractor

Date of Authorization

Name of Project

Name of Subcontractor

Name of Public Employer

Verification Clause:

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

Executed on this ______ day of _____________, 20___ in ___________________, City State

Signature of Authorized Officer

Printed Name and Job Title of Officer

Attest: On this, the ______ day of _____________, 20___, before me personally appeared ________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public ________________________ (Notary Seal/Stamp)
SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(6) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ______________________ (name of sub-contractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and ______________________ (contractor on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E- Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (6). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to ______________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to ______________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number

Date of Authorization

Name of Contractor

Name of Project

Name of Subcontractor

Name of Public Employer

Verification Clause:

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

Executed on this ______ day of ______, 20__ in ______ City ______ State ______

Signature of Authorized Officer

Printed Name and Job Title of Officer

Attest: On this, the ______ day of ______, 20__, before me personally appeared ______________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public ______________________ (Notary Seal/Stamp)
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall perform the services and work outlined in Exhibit A-1.

TERM: This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect for a period of one (1) year. The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

Upon execution of this Agreement by the County and Independent Contractor, Independent Contractor shall provide the County with an estimated progress schedule indicating the starting and completion dates of the various stages of work outlined in Exhibit A-1, as well as a preliminary schedule of Shop Drawings and a preliminary schedule of values for all work which will include a breakdown of quantities and prices into detail that will be sufficient to serve as the basis for progress payments during construction. Said documents shall be provided to the County within ten (10) days of execution of the Agreement.

Upon approval of the state date, the work contained in Exhibit A-1 must be completed within one hundred and eighty (180) days of the start date approved by the County Engineering Department.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the County shall pay the Independent Contractor the sums indicated in Exhibit A-1, which shall not exceed the amount of two million one hundred sixteen thousand four dollars and fifteen cents ($2,116,004.15) for the services and works provided to the County. Project must be completed within one hundred and eighty (180) days of the Start Date. Payments will be rendered in stages upon the completion of targeted projects. The County Inspector will collect material tickets, measure, and inspect work completed to date on said job and report to the Project Manager for payments. A 10% retainage will be withheld from each payment until final payment is made. A liquidated damages clause of one hundred ($100.00) per day shall be in effect for each day past the initial one hundred and eighty (180) days from the start date that the work in Exhibit A-1 takes to complete.
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 Independent Contractor warrants to the County that materials and equipment used by Independent Contractor will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

On Behalf of Macon-Bibb County:

By: ________________________________ Date
Robert A. B. Reichert, Mayor

Attest: ________________________________ Date
Shelia Thurmond, Clerk of Commission

On Behalf of C.W. Matthews Contracting Co., Inc.:

By: ________________________________ Date
Signature of Independent Contractor

______________________________ Job Title of Signor
Printed Name of Independent Contractor

Attest: On this, the ___________ day of ________________, 20____, before me personally appeared ________________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

______________________________ (Notary Seal/Stamp)
Signature of Notary Public
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH WOMACK PAVING INC. IN
THE AMOUNT OF $65,076.45 FOR LANDFILL ENTRANCE REHABILITATION, IN
SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND
FOR OTHER PURPOSES.

WHEREAS, on or about June 19, 2014, Macon-Bibb County released an invitation for
sealed bids regarding landfill entrance rehabilitation; and

WHEREAS, the Macon-Bibb County Procurement Department received bids from two
(2) companies regarding the proposed request; and

WHEREAS, Womack Paving Inc. based in Gray, Georgia, submitted the lowest bid for
the proposed project; and

WHEREAS, the bid submitted by Womack Paving Inc. for the proposed project was
sixty five thousand and seventy six dollars and forty-five cents ($65,076.45); 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 Womack Paving Inc. in the amount of $65,076.45 for landfill entrance
rehabilitation, in substantially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ___ day of ______________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
__________________________
SHEILA THURMOND, CLERK OF COMMISSION
INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA

MACON-BIBB COUNTY

Bid Number: 14-033-ND

"Landfill Entrance Rehabilitation"

This Independent Contractor Agreement (hereinafter “Agreement”) is entered into this ____ day of ________________________, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (hereinafter “County”) and Womack Paving Inc., a corporation based in Gray, Georgia (hereinafter “Independent Contractor”), collectively referred to as the “Parties”, and 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 the Independent Contractor Service Addendum attached hereto as Exhibit “A”, (hereinafter “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 July 10, 2014, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Invitation for Bids (hereinafter “IFB”) issued by the County on June 19, 2014 and all information dispensed during the Pre-Bid Conference held by County on July 1, 2014 are hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the IFB and Pre-Bid Conference information are inconsistent with the express provisions of this Agreement. Furthermore, Addendum #1 issued by the County on July 9, 2014, is hereby included in Exhibit “A-1” and are expressly made part of this Agreement. Independent Contractor agrees to the terms of each said Addendum document and the Revised Bid Form, except to the extent that said documents 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 (e) 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:
Macon-Bibb County
ATTN: Mayor’s Office
700 Popular Street
Macon, GA 31202

For Independent Contractor:
Womack Paving Inc.
ATTN: Charles R. Womack, President
P.O. Box 483
Gray, Georgia 31032

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, Releases), 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 Releases 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.

(b) 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.

(c) 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, gender identity, age, disability or political affiliation.

(d) 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.

(e) 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.

(f) 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 (b) herein, including penalties and sanctions for noncompliance.

(g) 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.

(h) 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.

(g) 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.

25. **Affirmative Action**

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  (g) Rates of Pay and other forms of compensation
(b) Upgrading  (h) Training programs and selection for apprenticeship
(c) Promotion  (i) Recruitment advertising and recruitment efforts
(d) Transfer  (j) Employment goals
(e) Layoff  (k) Written plan to achieve those goals with timetables
(f) Termination

26. **Insurance Requirements**

(a) **Commercial General Liability.** Independent Contractor agrees to procure and maintain a Commercial General Liability Insurance Policy (hereinafter “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; and $2,000,000.00 general aggregate.

(b) **Business Automobile Liability.** Independent Contractor agrees to procure and maintain a Business Automobile Liability Insurance Policy (hereinafter “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.

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

(d) **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.

(e) **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.

(f) **Obligation to Verify Insurance.** The County shall be under no obligation to 
sure 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.

27. **Verifications and Compliance**

(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.

**On Behalf of Macon-Bibb County:**

By: ___________________________ Date ___________________________
    Robert A. B. Reichert, Mayor

Attest: ___________________________ Date ___________________________
    Shelia Thurmond, Clerk of Commission
On Behalf of Womack Paving Inc.:

By: ___________________________________________ Date

Signature of Independent Contractor

Printed Name of Independent Contractor  Job Title of Signor

Attest: On this, the ______ day of ________________, 20____, before me personally appeared ____________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public  (Notary Seal/Stamp)
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall perform the services and work outlined in Exhibit A-1.

TERM: This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect for a period of one (1) year. The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

Upon execution of this Agreement by the County and Independent Contractor, Independent Contractor shall provide the County with an estimated progress schedule indicating the starting and completion dates of the various stages of work outlined in Exhibit A-1, as well as a preliminary schedule of Shop Drawings and a preliminary schedule of values for all work which will include a breakdown of quantities and prices into detail that will be sufficient to serve as the basis for progress payments during construction. Said documents shall be provided to the County within ten (10) days of execution of the Agreement.

Upon receiving a Notice to Proceed, the work contained in Exhibit A-1 must be completed within thirty (30) days of the start date approved by the County Engineering Department. This time includes weather delays of three (3) work days.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the County shall pay the Independent Contractor the sums indicated in Exhibit A-1, which shall not exceed the amount of sixty five thousand and seventy six dollars and forty-five cents ($65,076.45) for the services and works provided to the County. Project must be completed within thirty (30) days of the Notice to Proceed. Payments will be rendered in stages upon the completion of targeted projects. The County Inspector will collect material tickets, measure, and inspect work completed to date on said job and report to the Project Manager for payments. A 10% retainage will be withheld from each payment until final payment is made. A liquidated damages clause of one hundred ($100.00) per day shall be in effect for each day past the initial thirty (30) days from the start date that the work in Exhibit A-1 takes to complete.
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 Independent Contractor warrants to the County that materials and equipment used by Independent Contractor will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

On Behalf of Macon-Bibb County:

By: ___________________________ Date ___________________________
Robert A. B. Reichert, Mayor

Attest: ___________________________ Date ___________________________
Sheila Thurmond, Clerk of Commission

On Behalf of Womack Paying Inc:

By: ___________________________ Date ___________________________
Signature of Independent Contractor

Printed Name of Independent Contractor ___________________________ Job Title of Signor

Attest: On this, the ______ day of __________________, 20____, before me personally appeared ___________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public ___________________________ (Notary Seal/Stamp)
EXHIBIT A-1

REQUEST FOR BID / BID FORMS AND DOCUMENTS
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91 (b)(i)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program, commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number
Name of Contractor

Date of Authorization
Name of Project

Name of Contractor
Name of Public Employer

Verification Clause:

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

Executed on the day of , 20 , in City

State

Signature of Authorized Officer Printed Name and Job Title of Officer

Attest: On this, the day of , 20 , before me personally appeared , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public (Notary Seal/Stamp)
SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _______________(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number  Name of Contractor

Date of Authorization  Name of Project

Name of Subcontractor  Name of Public Employer

Verification Clause:

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

Executed on this ______ day of ________, 20____, in _______  City  State  

Signature of Authorized Officer  Printed Name and Job Title of Officer

Attest: On this, the ______ day of ________, 20____, before me personally appeared ____________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public  (Notary Seal/Stamp)
SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ___________ (name of sub-contractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _________ (contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization ID Number __________________________

Name of Contractor __________________________

Date of Authorization __________________________

Name of Project __________________________

Name of Subcontractor __________________________

Name of Public Employer __________________________

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

Executed on this _______ day of ____________, 20___ in __________ City, __________ State ________

Signature of Authorized Officer __________________________

Printed Name and Job Title of Officer __________________________

Attest: On this, the _______ day of ____________, 20___ before me personally appeared __________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public __________________________

(Notary Seal/Stamp)
Drake, Judd

From: WILLIAM HUCKABEE <whuckabee@yahoo.com>
Sent: Monday, April 14, 2014 3:39 PM
To: Drake, Judd
Subject: Randall Heights
Attachments: Adams Family Addresses.xls

There is a piece of property between East and West Buford road that is shown in the tax records as Dorothy A. Gilbert ETALs. It is designated on the plat as a park. It is a pretty property with a stream with small shoals and has some nice large trees. I think there are eleven family members that own the property, and through conversations with them I believe they are all OK with donating the property to the city with the stipulations that it remain green space and be called Randall Heights Park. Randall was our grandmother's maiden name, and also was the name of a son that died as a small child from polio. Bill Causey said that you were my contact to go forward with this. I attach the name and address list for the owners. My mother paid the taxes for years, and I have continued since her death.

Sincerely,
Allen Huckabee
cell 478-361-1272
Macon, GA. 31210
Townsend, GA. 31331
Townsend, GA. 31331
Saint Simons Island, GA. 31522
Point St. Joe, FL. 32456
Macon, GA. 31210
Highlands, N.C. 28741
Macon, GA. 31204
Townsend, GA. 31331
Atlanta, Ga. 30327
Thomasville, GA. 31792

478-361-1272
912-832-2538
912-832-6788
912-638-8976
850-647-8470
478-733-5505
828-526-8860
478-254-3343
912-832-4094
404-355-2477 cell 404-245-7997
229-891-8361
ATTACHMENT 4.A

W. Allen Huckabee
Teeney Lawless
Emmy Minor
Robin Skelton
Horace D. Adams
Bennette Kramer
Leo B. Huckabee III
Mary Howard
Elton M. Adams
Mace Hall
Lillian Hughes
680 Crawford Rd.
4056 Fair Hope Rd. N.E.
1148 Hidden Valley Rd.
2228 Bruce Dr.
9354 Auger Ave.
124 Witman Way
705 Highlands Cove Dr. #140
2455 Clayton St.
2593 Julieton Dr. N.e.
3078 Rockingham Dr. N.W.
805 S. Broad St. #4
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<td>Atlanta, Ga. 30327</td>
<td>404-355-2477 cell 404-245-7997</td>
</tr>
<tr>
<td>Thomasville, GA. 31792</td>
<td>229-891-8361</td>
</tr>
</tbody>
</table>
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN MACON-BIBB COUNTY AND THE MACON WATER AUTHORITY TO SERVE AS THE COUNTY’S AGENT FOR THE DESIGN, PROCUREMENT, CONSTRUCTION, AND COMPLETION OF STORM WATER MANAGEMENT PROJECTS AND DRAINAGE IMPROVEMENTS FUNDED BY SPLOST FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, during November of 2011, a Special Purpose Local Option Sales Tax (hereinafter “SPLOST”) was approved by the voters of Bibb County, Georgia; and

WHEREAS, the approved SPLOST included an allotment of approximately seven million dollars ($7,000,000.00) for storm water management projects and drainage improvements in the City of Macon and an allotment of approximately seven million dollars ($7,000,000.00) for storm water management projects and drainage improvements in Bibb County, Georgia; and

WHEREAS, on or about February 2, 2013, the City of Macon entered into an intergovernmental agreement with the Macon Water Authority to serve as the City’s agent for the design, procurement, construction, and completion of storm water management projects and drainage improvements to be completed using SPLOST funds; and

WHEREAS, on or about January 1, 2014, the City of Macon and Bibb County, Georgia 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, 2012, formed a consolidated government; and

WHEREAS, in an effort to streamline the storm water management projects and drainage improvement projects funded by the SPLOST, the County wishes to enter into a new intergovernmental agreement contract with the Macon Water Authority; and

WHEREAS, the new intergovernmental agreement would allow the Macon Water Authority to act as the agent for all projects conducted in Bibb County, Georgia, as well as the City of Macon for storm water management projects and drainage improvements funded by SPLOST; and

WHEREAS, the SPLOST funds for storm water projects and drainage improvements would be combined to include an allotment of approximately fourteen million dollars
($14,000,000.00) for said projects in Bibb County, Georgia and the City of Macon, minus any funds that have previously been utilized for projects and improvements; and

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 intergovernmental agreement with the Macon Water Authority to act as the County’s agent for the design, procurement, construction, and completion of storm water management projects and drainage improvements funded by SPLOST funds in Macon-Bibb County.

SO RESOLVED this ___ day of ____________, 2014.

By: _____________________________

ROBERT A.B. REICHERT, Mayor

Attest: ___________________________

SHELIA THURMOND, Clerk of Commission

(SEAL)
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION
AMENDING CHAPTER 29 ARTICLE VIII AND CHAPTER 29 ARTICLE IX OF
THE DRAINAGE AND PAVING DISTRICTS SECTION OF THE CODE OF
ORDINANCES OF MACON-BIBB COUNTY TO INCLUDE GUIDELINES FOR
SPECIAL SANITARY SEWERAGE DISTRICTS AND SETTING FORTH
UNIFORM PROCEDURES FOR THE CREATION OF SAID DISTRICTS; TO
AMEND CHAPTER 29 ARTICLE IX TO REFLECT THE CURRENT WATER
SYSTEM ORDINANCES; TO ADD CHAPTER 29 ARTICLE X TO REFLECT
THE CURRENT RESIDENTIAL STREET LIGHTING ORDINANCES; AND
FOR OTHER PURPOSES.

WHEREAS, by virtue of Article IV, Section III, Paragraph II of the Constitution
virtue of the will of the people in a referendum held on July 31, 2012 there is to be a
consolidated local government known as “Macon-Bibb County”; and

WHEREAS, the Commission has the authority to adopt clearly reasonable
ordinances, resolutions, or regulations relating to property, affairs, and local government
for which no provision has been made by general law and which are not inconsistent with
the Constitution or any local law applicable thereto; and

WHEREAS, the Commission is authorized to create special districts for special
sanitation, garbage removal and disposal, fire prevention, police protection, drainage,
road building, paving and improvement, and any other public service services and
facilities usual and customarily afforded by municipalities and counties of the State of
Georgia; and

WHEREAS, the Commission is also authorized to levy taxes in varying amounts
from that applicable to the county as a whole or to any other district, to issue bonds of
any such district upon a vote of the qualified voters of such district, and under the rules of
law governing the issue of county bounds, to levy assessments against and impose service
charges upon the property and/or person served by these establishments provided,
pursuant hereto, to issue executions against property and/or persons so served, and to
collect such assessments, service charge, and executions in the manner as provided by
law with respect to ad valorem taxes and/or license taxes; and

WHEREAS, a special district is an appropriate means of providing the extension
of sanitary sewer service within a predetermined area such as a neighborhood or

subdivision because the cost of providing such public improvements or services may be
defrayed to those properties that benefit from said improvements or services in a manner
that enhances their respective values; and

WHEREAS, the statutory authority governing the Macon Water Authority
reserves to the governing authority of Macon-Bibb County the concurrent power to
provide water and/or sewer services, notwithstanding the similar power of the Macon
Water Authority to provide such services; and

WHEREAS, the statutory powers of the Macon Water Authority do not extend to
the power to establish such special districts, and the ability of the Macon Water Authority
to finance the construction of infrastructure necessary to the extension of sanitary sewer
services are otherwise limited; and

WHEREAS, the Macon Water Authority supports this purposed ordinance and is
amenable to the processes and guidelines being reviewed; and

WHEREAS, the benefit conveyed to the properties within the special districts by
such provision of public improvements is different from the general benefit that property
owners may enjoy in common with other citizens and residents in the unincorporated
county; and

WHEREAS, a special assessment shall be imposed on the properties within the
special district, and the amount of a special assessment shall be reasonably calculated to
meet each property owner's share of the overall cost of the improvement or service for
which the assessment is imposed; and

WHEREAS, the revenues allocated from each special district shall be allocated
only to the authorized purpose of the special district; and

WHEREAS, the residents of Macon-Bibb County will be served and protected by
establishing a special district and establishing uniform procedures for the creation thereof
and collection of taxes, fees, and assessments related thereto; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County
Commission and it is hereby so ordained by the authority of the same that Chapter
29, Article VIII of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to read as follows:

Section 1.

Chapter 29, Article VIII of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended and renamed “Special Sanitary Sewerage District” and new sections 29-153 through 29-165 are hereby added to said Code as follows:

ARTICLE VIII. SPECIAL SANITARY SEWERAGE DISTRICT

Sec. 29-153. Creation of special districts to facilitate expansion of sanitary sewerage service for Macon-Bibb County residents.

Sec. 29-154. Purpose for special district

Sec. 29-155. Requesting creation of district

Sec. 29-156. Public hearing required.

Sec. 29-157. Petition to establish special district.

Sec. 29-158. Special district established.

Sec. 29-159. Project construction.

Sec. 29-160. Assessments imposed, how collected.

Sec. 29-161. Lien created.

Sec. 29-162. Property owners’ expenses associated with connecting to installed sewerage infrastructure.

Sec. 29-163. Severability.

Sec. 29-164. Conflict of laws.

Sec. 29-165. No waiver.

Sec. 29-153. Creation of special districts to facilitate expansion of sanitary sewerage service for Macon-Bibb County Residents.

This section and the following sections, through and including section 29-165, provide for the means by which there may be created and established special districts for the acquisition of all necessary easements for, and construction and installation of, all infrastructure necessary to provide sewerage for sanitary sewage conveyance services to properties within said districts, and to provide a means of funding therefor through fees,
assessments, and taxes that may be levied and collected within such districts to pay, wholly or partially, the cost thereof. These sections of this Code may be collectively referred to as the “Special Sanitary Sewerage District Ordinance.”

Sec. 29-154  Purpose for special district.

The special districts shall be created for the following purposes:

To provide a means funding acquisition of all necessary easements for, and construction, and installation of, all infrastructure necessary to provide sewerage for sanitary sewage conveyance services to properties within the special districts.

Sec. 29-155.  Requesting creation of district.

(a) When sanitary sewage conveyance services are desired by residents and property owners of an existing neighborhood or subdivision that received final plat approval at least two (2) years prior to the submission of the application fee described in subsection (b), those residents and property owners may, by application submitted to the Board of Commissioners, request the creation of a special district to fund the construction and installation of all infrastructure necessary to provide the services throughout the following procedure:

(b) The application referred to in subsection (a), forms for which will be available from the Macon Water Authority, shall be signed by the owners of more than fifty percent (50%) of the lots in the requesting neighborhood or subdivision and shall be accompanied by a non-refundable application fee equal to one hundred dollars ($100.00) multiplied by one-half (1/2) the number of lots in the development to be served by the special district, but in no event shall the application fee be less than twenty-five hundred dollars ($2,500.00). The Clerk shall verify that the application and fee satisfy the criteria set forth in this subsection.

(c) If the application and fee satisfy the criteria set forth in subsection (b), the Clerk shall deliver the fee and a copy of the application to the Macon Water Authority with a request that the Macon Water Authority conduct a feasibility study to determine the appropriate boundaries of the special district, to prepare a plat showing the proposed special district, to estimate the cost of providing sewer service to the district including but not limited to engineering, easement acquisition, construction, construction observation, permits, and debt service, to estimate the necessary millage rate for the special district and the number of years the district must exist to provide the funding for the project, and to render an opinion as to whether the project is otherwise appropriate for a special district. The Macon Water Authority will deliver a copy of the report of the feasibility study to the Board of Commissioners and to each applicant whose signature appears on the application. The Macon Water Authority may retain the application fee to help defray the cost of the feasibility study and dissemination thereof.
Sec. 29-156. Public hearing required.

Following dissemination of the report of the feasibility study as aforesaid, the Board of Commissioners shall conduct a public hearing for the purpose of determining whether or not to create the proposed special district, giving consideration to the report, to the comments by interested members of the public, and any other health, safety, and welfare concerns. The public hearing shall be advertised one (1) time in the official organ of the County; and at least one (1) sign shall be posted in the proposed special district giving notice of the hearing, at least fifteen (15) days before the public hearing.

Sec. 29-157. Petition to establish special district.

Following the public hearing, the Board of Commissioners shall determine by a majority vote whether to accept a petition, from owners of the property within the boundaries of the proposed district as described by the report of the feasibility study, to establish a special district fitting the criteria specified in the report of the feasibility study. If the Board of Commissioners vote to accept a petition, the Board of Commissioners may establish a deadline by which the petition must be submitted.

Sec. 29-158. Special district established.

If the owners of sixty-five percent (65%) of the lots in the proposed special district sign the petition for the creation of a special district conforming to the criteria set forth in the report of the feasibility study, the Board of Commissioners shall declare that the district is created. Once created, the district shall continue to exist until the cost of the project and the indebtedness of the Macon Water Authority for the completion of the project is retired. A plat describing the district shall be filed with Clerk of the County Superior Court and the County Engineer. Plats shall also be available to the public for inspection at the Macon Water Authority and at the offices of the Board of Commissioners.

Sec. 29-159. Project construction.

Whenever a special district is created, the County shall enter into a contract with the Macon Water Authority for the construction of the project. The contract shall include a statement of the scope of the project, and shall provide that responsibility for funding and managing the project shall belong to the Macon Water Authority. The contract shall provide that upon completion of the project, title to the infrastructure and any necessary easements shall be in the name of the Macon Water Authority. It shall further provide that responsibility for the maintenance of the completed sewer infrastructure shall belong to Macon Water Authority. It shall further provide that the assessments collected in the special district will be paid over to the Macon Water Authority to fund the full cost of the project, to reimburse the County for its costs and expenses incurred in performing its responsibilities set forth in Sections 29-155 through 29-158 with respect to the special district, and to retire any indebtedness incurred by the Macon Water Authority to fund the project. The contract shall contain a commitment obligating the Board of Commissioners to utilize all reasonable means, including but not limited to execution, levy, foreclosure,
and sale, to collect any delinquent assessments imposed pursuant to this Special Sanitary Sewerage District ordinance. If the project as proposed includes excess capacity, the contrast shall include a statement explaining how any basin specific fee would be established and how said fees would offset the construction cost owed by the special district.

Sec. 29-160. Assessments imposed, how collected.

The Board of Commissioners shall establish an annual assessment to be imposed upon each of the lots in the district. Payment of the first assessment shall be due concurrently with the due date for payment of ad valorem taxes for the calendar year in which the district is created. Payment shall be due annually thereafter until the cost of the project and the indebtedness of the Macon Water Authority for the completion of the project are retired. The office of the Tax Commissioner shall be responsible for the collection of the assessments for each special district.

Sec. 29-161. Lien created.

In addition to any other rights of collection for late or unpaid charges, the County shall have the rights available under the laws of the State for assessment, including the creation of a lien upon the property the assessment for which is not timely paid, together with all rights of execution, levy, foreclosure, and sale.

Sec. 29-162. Property owners’ expenses associated with connecting to installed sewerage infrastructure.

No part of the assessments collected in the special district shall be used to defray the cost of connecting to installed sewerage infrastructure. All such costs shall be borne by property owners’ who desire to make such connection, in accordance with policies and practices of the Macon Water Authority in effect from time to time. Connection to the infrastructure is not required as a condition of the establishment of the district, but every property against which assessments are made shall have the right to connect to the infrastructure, in accordance with said policies and practices of the Macon Water Authority.

Sec. 29-163. Severability.

If any section, subsection, sentence, clause, or phrase of this Special Sanitary Sewerage District ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Special Sanitary Sewerage District ordinance.

Sec. 29-164. Conflict of laws.

If any provision of this Special Sanitary Sewerage District ordinance is in conflict with any state or federal law, or with any rule, regulation, or order of any agency of this state or federal agency having jurisdiction of the subject matter of this Special Sanitary
Sewerage District ordinance, it is hereby deemed to be the intention of the Board of Commissioners that the state or federal law or rule, regulation, or order, as the case may be, shall prevail so that the remaining portion of this Special Sanitary Sewerage District ordinance shall be deemed to be of full force and effect.

Sec. 29-165. No waiver.

If the intent of this Special Sanitary Sewerage District ordinance to protect the public health, safety, and general welfare of all properties and persons in general, but not to create any special duty or relationship with any individual person or to any specified property within or without the unincorporated boundaries of the County. The County expressly reserves the right to assert all available immunities and defenses in any action seeking to imposed monetary damages upon the County, its officers, employees, and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created. To the extent any permit, plan approval, inspection, or similar act is required by the County as a condition precedent to any activity by or upon property not owned by the County, pursuant to this or any other regulatory ordinance, regulation, or rule of the County or under federal or state law, the issuance of such permit, plan, approval, or inspection shall not be deemed to constitute a warranty, express or implied, nor shall such issuance afford the basis for any action, including any action based on failure to permit or negligent issuance of a permit, seeking the imposition of money damages against the County, its officers, employees, or agents.

Section 2

Furthermore, current Sections 29-171 through 29-189 entitled “Water System” shall hereby be amended and said Article number amended to Chapter 29, Article IX of the Code of Ordinances of Macon-Bibb County, Georgia. All subsections and paragraphs shall remain in full force and effect. Furthermore, current Sections 29-201 through 29-215 entitled “Residential Street Lighting” shall hereby be amended and said Article number amended to Chapter 29, Article X of the Code of Ordinances of Macon-Bibb County, Georgia. All subsections and paragraphs shall remain in full force and effect.

Section 3

It is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.
Section 4

(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 5

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.
Section 6

This Ordinance shall become effective immediately upon its adoption.

SO RESOLVED this ___ day of _____________, 2014.

By: ________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ________________________________
        SHELLA THURMOND, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ELIMINATING THE $50 FEE CHARGED BY THE PARKS AND RECREATION DEPARTMENT TO CITIZENS WHO RESERVE PUBLIC FACILITIES FOR USE OF INFLATABLE STRUCTURES KNOWN AS BOUNCE HOUSES.

WHEREAS, the Macon-Bibb County Parks and Recreation Department charged with the responsibility of management and development of parks and recreation facilities and services for all citizens of the City of Macon and Bibb County; and

WHEREAS, the Macon-Bibb County Parks and Recreation Department allows citizens to reserve and rent facilities for various events; and

WHEREAS, the Macon-Bibb County Commission would like to encourage citizens to utilize public parks for family gatherings and family-oriented events; and

WHEREAS, inflatable structures commonly known as a ‘bounce houses’ are frequently enjoyed by children at family and community events;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Macon-Bibb County Parks and Recreation Department will immediately eliminate the fifty dollar ($50) fee for erecting bounce houses when renting a public park.

SO RESOLVED this ___ day of ______________, 2014.

________________________________________
Robert A. B. Reichert, Mayor

Attest:

________________________________________
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RENAME HAYWOOD ROAD TO MARSHELL STENSON, JR. DRIVE; AND FOR OTHER PURPOSES.

WHEREAS, the members of the St. Luke Baptist Church have voted unanimously in favor of petitioning the Macon-Bibb County Commission to rename Haywood Road to Marshall Stenson, Jr. Drive in honor of their deceased pastor.

WHEREAS, in accordance with the procedural requirements of Macon-Bibb County's policy for naming Macon-Bibb County owned streets, a majority of the residents of Haywood Road have signed a petition to rename Haywood Road "Marshall Stenson, Jr. Drive"; and

WHEREAS, a copy of the written request, with the names, addresses and signatures of the majority of the residents of Haywood Road, and a clear and concise statement of the reasons for said request, is attached hereto as Exhibit "A", and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., was born on May 3, 1936, the fifth of thirteen children born to Reverend and Mrs. Marshall Stenson. He grew up in Troup County, Georgia, graduating from Troup County High School with honors and later attended and earned a Bachelor of Arts degree from Clark College. He later attended and was earned a Bachelor and Master of Divinity Degree from Interdenominational Seminary and went on to earn his Doctor of Divinity degree from Carver Bible College; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., devoted his life in service to the Lord, serving as Pastor of Mt. Vernon Baptist Church in Newnan, Georgia, and later serving as the Pastor of First Baptist Church in Macon, Georgia; and

WHEREAS, while serving in that capacity, Reverend Doctor Marshall Stenson, Jr., became a chief ombudsman of the Civil Rights Movement, hosting Dr. Martin Luther King, Jr., and other civil rights workers as they moved through the Central Georgia area; and
WHEREAS, Reverend Doctor Marshall Stenson, Jr., became Pastor of St. Luke Baptist Church and served as the President of Bryant's Theological Seminary in 1969. He served as Pastor of St. Luke Baptist Church for 44 (forty-four) years. He served as President of Brant's Theological Seminary for 35 (thirty-five) years; and

WHEREAS, in the late 1960's, Reverend Doctor Marshall Stenson, Jr., served on the Georgia Council on Human Relations, was a member of the executive committee of the Bibb County Republican Party and helped organize the Alcoholics Rehabilitation Center in Macon, Georgia.

WHEREAS, in 1970, Reverend Doctor Marshall Stenson, Jr., headed "Operation Breadbasket", an effort to help poor African-Americans find better jobs; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., was the first African-American Chaplain at Grady Memorial Hospital in Atlanta, Georgia; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., served as a certified chaplain, marriage counselor and counselor for the mental health division alcoholic rehabilitation services having improved and saved the lives of countless individuals; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., worked to create equality within the Bibb County School System; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., has been recognized for his service to several organizations, including a commendation for Outstanding Christian Service to the Sixth District of the General Missionary Baptist Convention of Georgia, the Charles Emerson Boddie Merit Award for excellence in Christian Education by the American Baptist Theological Seminary, had a 33 room dormitory known as Marshall Stenson Hall, named in his honor at Bryant Theological Seminary, was recognized as Pastor of the Year in 2010 by the Georgia Informer, and was honored as the first annual Martin Luther King, Jr., Drum Major for Justice in
honor of his more than 50 years of service to the ministry by the National Baptist Convention, Inc.; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., was inspirational to many through his high ideals, morals, deep concern for his fellow citizens, integrity, intelligence, fairness, kindness, generosity, devotion, patience and understanding he demonstrated to his fellow man; and

WHEREAS, the Policy of the Macon-Bibb County Commission for Naming & Renaming Parks, Facilities and Streets (the "Policy") sets forth specific procedural requirements (including that any park, facility or street owned by Macon-Bibb County so named for a deceased person must have been deceased for a period of one (1) year prior to consideration), in naming and renaming Macon-Bibb County owned property but provides for exceptions to be made to the procedural requirements by the Macon-Bibb County Commission when warranted by exceptional circumstances; and

WHEREAS, the above outstanding contributions and accomplishments of Reverend Doctor Marshall Stenson, Jr., constitute exceptional circumstances that justify waiving the procedural requirements of the Policy and renaming Haywood Road to Marshall Stenson, Jr. Drive, in honor of Reverend Doctor Marshall Stenson, Jr.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Haywood Road is renamed Marshall Stenson, Jr. Drive.

SO RESOLVED this ___ day of _____________, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST: _________________________
SHELIA THURMOND, CLERK OF COMMISSION
January 11, 2014

Commissioner Elaine Lucas
841 Forsyth Street
Macon, GA 31201

Dear Commissioner Lucas,

This letter comes seeking your assistance and advice. The members of St. Luke Baptist Church have voted unanimously in favor of petitioning the Macon-Bibb County Commissioners to rename Haywood Road to Marshall Stenson, Jr. Drive in honor of our deceased pastor.

I have been asked to steer head this effort. Please contact me at 478-743-1688 and my address is 3171 Stratford Drive Macon, GA 31211. Any and all assistance and advice you can give will be appreciated by both the St. Luke Baptist Church family and the Stenson family.

Thanks in advance,

Deacon Hamp Swain, Chairperson
Committee for Haywood Road Name Change
St. Luke Baptist Church

Deacon Willie Hill, Jr.
Chairman, Board of Deacons
St. Luke Baptist Church

NAME: Alfred Lewis  ADDRESS: 1005 Haywood Rd  PHONE: 478-745-3107

NAME: Keanna Androm  ADDRESS: 1027 Haywood Rd  PHONE: 

NAME: Vacant  ADDRESS: 1037 Haywood Rd  PHONE: 

NAME: Nellie Copp  ADDRESS: 1049 Haywood Rd  PHONE: 478-256-4278

NAME: Terrance Daniels, Sr.  ADDRESS: 1057 Haywood Rd  PHONE: 478-461-2181


NAME: Neal Gilley  ADDRESS: 1073 Haywood Rd  PHONE: 478-250-2853

NAME: Vacant  ADDRESS: 1123 Haywood Rd  PHONE: Vacant

NAME: Vacant  ADDRESS: 1141 Haywood Rd  PHONE: Vacant

NAME: Henry B. Worth  ADDRESS: 1149 Haywood Rd  PHONE: Vacant

NAME: Vacant  ADDRESS: 1375 Haywood Rd  PHONE: Vacant

NAME: Mrs. Daisy Smith

X483
ATTACHMENT 8A


NAME: Carrie Dye ADDRESS: 1167 Haywood Rd PHONE: 478-0746-8065

NAME: Adeline Lowe ADDRESS: 189 Haywood Rd PHONE: 475-1713

NAME: Mrs. Frances Smith ADDRESS: 1193 Haywood Rd PHONE: 478-242-8817

NAME: ____________________________________________________________________________

NAME: ____________________________________________________________________________

NAME: ____________________________________________________________________________

NAME: ____________________________________________________________________________

NAME: ____________________________________________________________________________

NAME: ____________________________________________________________________________

NAME: ____________________________________________________________________________

NAME: [Redacted]  ADDRESS: 1014 Haywood Rd  PHONE:

NAME: Helen Hagg  ADDRESS: 1028 Haywood Rd  PHONE: 7193295

NAME: [Redacted]  ADDRESS: 1052 Haywood Rd  PHONE:

NAME: [Redacted]  ADDRESS: 1104 Haywood Rd  PHONE:

NAME: [Redacted]  ADDRESS: 1159 Haywood Rd  PHONE:

NAME: No Answ  ADDRESS: 1136 Haywood Rd  PHONE: N/A

NAME:  ADDRESS:  PHONE:

NAME:  ADDRESS:  PHONE:

NAME:  ADDRESS:  PHONE:

NAME: IN HOSPITAL ADDRESS: 1044 Haywood Dr. PHONE: __________

NAME: No one at home ADDRESS: 1078 Haywood Rd PHONE: __________

NAME: No one at home ADDRESS: 1052 Haywood Rd PHONE: __________

NAME: Gervay Johnson ADDRESS: 1062 Haywood Rd PHONE: 478-718-1433

NAME: Vacant ADDRESS: 1070 Haywood Rd PHONE: __________

NAME: Vacant ADDRESS: Haywood Rd PHONE: __________

NAME: Vacant ADDRESS: 11 PHONE: __________

NAME: Vacant ADDRESS: 1120 PHONE: __________

NAME: Vacant ADDRESS: 1128 PHONE: __________
Dr. Mary Stenson  
8925 Thomaston Road  
Macon, GA 31220  
Phone: 478-935-8636  
Fax: 478-935-9631

Crystal Jones  
Assistant County Attorney  
Government Center, Room 309  
P.O. Box 247  
Macon, Georgia 31201-0247

April 23, 2014

Dear Attorney Jones,

This letter is written in response to your inquiry concerning the wishes of the family of Rev. Marshall Stenson Jr. in regard to the proposal that Haywood Road be renamed in his honor. On behalf of the family, I am authorized to advise that we are deeply appreciative and fully supportive of your efforts and the efforts of others to bestow this recognition upon him posthumously.

He was a loving and dedicated husband, a great father and grandfather and a trusted friend to so many. He was the venerable pastor of St. Luke Baptist Church of over 44 years, from up until he drew his last breath on December 19, 2013. There was also no one more committed to the overall growth and development of the Macon community than he, having dedicated thousands of hours to community service efforts, issues of equality and efforts to improve the quality of life for the less fortunate.

Certainly if renaming a road takes into consideration a person's dedication to the surrounding community and his frequency of traverse, no one is more deserving of this recognition than Rev. Marshall Stenson, Jr. If he was not at home, the second place one would look to locate him was at St. Luke Baptist Church 1180 Haywood Road. He was committed to the improvement of the community surrounding his church. He insisted that all of the church's activities be open to the surrounding community. For example, he made provisions at the church for free lunch when school was out of session for those children in the surrounding community who would otherwise not have anything to eat. He insisted that the church open its Vacation Bible School at no cost to the same area kids. He also supported the youth ministry's efforts to make school supplies available to the community.
and to have a safe alternative to traditional Halloween festivities in the way of a fall festival on the church grounds. Before his health began to decline, he had envisioned the development of a senior living and educational and recreational center be built in the heart of that community, spending countless hours and much of his own salary toward building a fund to acquire land and develop plans to make that a reality. He strongly believed that to build a church you build the surrounding community.

Despite his large stature and commanding presence, he was both humble and approachable, always willing to listen and to lend a hand to those in need. In his way of thinking, the works of a man were his legacy. As one of his favorite spirituals encapsulates, Rev. Stenson would say,

May the works I've done speak for me.
May the works I've done speak for me.
When I'm resting in my grave,
There's nothing more to be said;
May the works I've done
Speak for me.

Thus, we are certain that he would have eschewed all of the aggrandizement that such a decree as is being proposed denotes. However, we believe this grand gesture is both befitting and appropriate for such a man as Rev. Stenson represented in this community.

Thank you again for your strong support of this endeavor. Enclosed is additional biographical data that may be of assistance to you. I am available, of course, should you require anything further.

Yours in Christ

Dr. Mary Stenson

Rev. Dr. Marshall Stenson Jr.
BIOGRAPHICAL DATA

Rev. Dr. Marshell Stenson
8925 Thomaston Road
Macon, Ga. 31220
478-935-8676

Native of LaGrange, Georgia

PERSONAL BIOGRAPHY

Married to Dr. Mary Banks Stenson. Family also includes sons, Timothy (deceased), Marshell and his wife, Linda, their 3 children, Christopher, Marshell, and Terrence; Joel and his wife, Kartika, and their daughters, Lauren Elizabeth and Jordan Marie; daughter Mary and her husband, Lansing, and their children Tyler, Jessica Frances, Sarah Jordan and Charles Timothy.

EDUCATION

- Public Schools of Troup County
- B. A. degree - Clark College - Atlanta, Georgia
- Bachelor of Divinity Degree - Morehouse School of Religion
- Master of Divinity Degree - Interdenominational Theological Center - Atlanta, Georgia
- Doctor of Divinity- Carver Bible College-Atlanta, Georgia

CERTIFICATES

- Counseling Certificate - Georgian Clinic
- Mental Health Division, Alcoholic Rehabilitation Services
- Georgian Clinics
- Marriage Counseling

CHAPLAINCY CERTIFICATE

- Grady Memorial Hospital - Atlanta, Georgia (First Black Chaplain)

RELIGIOUS

- Baptized, licensed, and ordained into the Gospel Ministry at Mt. Zion Baptist Church - LaGrange, Georgia

WORK HISTORY

- Interim Pastor - Providence Baptist Church - Atlanta, Georgia
- 1962-1965 - Pastor, Mt. Vernon Baptist Church, Newman, Georgia
- 1965-1969 - Pastor, First Baptist Church, Macon, Georgia
1964-1973 - Director of Christian Education of General Missionary Baptist Convention of Georgia
1967-1979 - Counselor at Alcoholic Rehabilitation Clinic, Macon, Georgia (Initial Organizer of Clinic)
1969-2013 - Pastor - St. Luke Baptist Church, Macon, Georgia

1969-2004 - President of Bryant's Theological Seminary, Fitzgerald, Georgia
2004-2013 - President Emeritus Bryant's Theological Seminary

MEMBERSHIP

- Baptist Ministers Union of Macon & Vicinity
- Moderator Middle Georgia Orthodox Association
- 2004-2013 Moderator Emeritus - Middle Georgia Orthodox Association
- NAACP
- 32nd Degree Mason
- Vice Chairman, Citizens Advisory Committee, Medical Center of Central Georgia
- 6th District - General Missionary Baptist Convention - State of Georgia
- General Missionary Baptist Convention - State of Georgia
- National Baptist Convention, USA, Inc.

SPECIAL AWARDS

- Plaque - Outstanding Christian Service - rendered to the Sixth District of General Missionary Baptist Convention of Georgia, Inc. April 23, 1988
- Charles Emerson Boddie Merit Award - for excellence in Christian Education by the American Baptist Theology Seminary of Nashville, Tenn. - May, 1989
- Plaque - Commitment of Service to General Missionary Baptist Convention State of Georgia, Inc. Serving 20 years as President of Bryant's Theological Seminary. - July, 1989
- Marshall Stenson Hall- 33 room dormitory with twin beds and
  bath named in his honor on the campus of Bryant's Theological
  Seminary in Fitzgerald, Georgia

-National Baptist Convention Honoree for 50 years of preaching as
  pastor

-1st Annual Martin Luther King Jr. Drum Major for Justice Award
  April 4, 2012

Rev. Stenson has been involved in the Civil Right's Movement
since its inception. He began participating as a young
College Student at Clark College. This work continued in
Newnan, Georgia where he notified Federal Officials of
inequities at the local Hospital. He hosted many of Dr. King's
marches and rallies here in Macon. He participated in the
poor peoples' march in Washington. He has been arrested for
his stand on equality for all citizens. Many of these called for
threats on his life. He was the leader in tacking demands on
the Bibb County Board of Education Door calling for equality.
Every year here in Macon, he participates in Emancipation
Proclamation and Martin Luther King Marches. He believes that
until every man is free, none of us is free.
STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for above state and county, Dianne Buck, who deposes and says she is the Classified Manager of Advertising for The Macon Telegraph and is duly authorized by the publisher thereof to make this affidavit, and that advertisement as follows has been published in The Macon Telegraph on the following dates:

07/16/2014 07/18/2014

2950499 # GEORGIA, BIBB COUNTY PUBLIC HEARING NOTICE - The Macon-Bibb County Commission will hold a Public Hearing to receive comments on the request changing the name of Haywood Road to "Marshall Stenson, Jr. Drive". The Hearing will be held on Tuesday, July 29, 2014 at 6:00 p.m., in Commission Chambers, located in the Government Center, 700 Poplar Street, Macon, Georgia. #2950499: 7/16/18

SIGNED

Sworn to and subscribed before me this 18 day of JULY 2014

Notary Public

487 CHERRY ST. • MACON, GEORGIA 31201
P.O. BOX 4167 • MACON, GEORGIA 31208-4167
478-744-4200 OR 1-800-342-5845
GEORGIA, BIBB COUNTY
PUBLIC HEARING NOTICE

The Macon-Bibb County Commission will hold a Public Hearing to receive comments on the request changing the name of Haywood Road to "Marshall Stinson, Jr. Drive". The Hearing will be held on Tuesday, July 29, 2014 at 6:00 p.m., in Commission Chambers, located in the Government Center, 700 Poplar Street, Macon, Georgia.
**OPPOSITION TO THE CHANGE OF OUR STREET NAME**

**FROM HAYWOOD ROAD**

**PROPERTY OWNERS/ RESIDENTS OF HAYWOOD ROAD**

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<td>Evelyne Glover Evans</td>
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<td>Edward L. Glover</td>
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<td>Jeanette Evans</td>
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<td>Wendell Glover</td>
<td>Wendell Glover</td>
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# Property Owners/ Residents of Haywood Road

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<td>GE Smith, For Daisy Smith</td>
<td>George E Smith</td>
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<td>1189</td>
<td>Ashley Jamie</td>
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<td>995-1715</td>
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<td>Willy Jimmie, Jr.</td>
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Total 25 signatures
5 vacant