



City of Holly Springs

Date: Monday, February 5, 2024

Location: 3235 Holly Springs Pkwy

City Council Work Session Agenda 7:00 p.m., Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

“Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007.”

III. INVOCATION

IV. PUBLIC COMMENTS

V. PRESENTATIONS

Planning and Zoning Commission Member Service Recognition
Eric Rein

Police Department Promotion Recognitions
Brandon Boyce – Corporal
Scott Staber – Sergeant
Naveed Babar – Lieutenant

VI. NEW BUSINESS

- A. Discuss proposal from CPL Architecture, Engineering and Planning for professional services for the purpose of completing construction documents; usable for permitting, bidding and construction of the new City Hall
Presented By: Robert H. Logan, City Manager

- B. Discuss quote from Johnny’s Enterprises, Inc. for parking lot repairs at the new Public Works Building
Presented By: Robert H. Logan, City Manager

- C. Discuss quote from Professional Land Surveyors for a complete survey of 617 Atlas Place, Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- D. Discuss a resolution of the City of Holly Springs, Georgia to amend the Municipal Services Master Fee Schedule
Presented By: Robert H. Logan, City Manager
- E. Discuss a support letter for Cherokee County to apply for a grant from the Federal Emergency Management Agency through the Georgia Emergency and Homeland Security Agency to fund the update to the County's Multi-Jurisdictional Hazard Mitigation Plan
Presented By: Robert H. Logan, City Manager
- F. Discuss Intergovernmental Agreement between the City of Holly Springs, Georgia and Cherokee County to provide resurfacing and road repairs for various roads in the City of Holly Springs
Presented By: Robert H. Logan, City Manager
- G. Discuss a resolution authorizing and approving the adoption of the Americans With Disabilities Act (ADA) Transition Plan
Presented By: Nancy Moon, Community Development Director
- H. Discuss a change order from Cloudpermit for the integration implementation between Cloudpermit and the City of Holly Springs Laserfiche repository to upload documents
Presented By: Nancy Moon, Community Development Director
- I. Discuss agreement between the City of Holly Springs Police Department and Virtual Academy Solution, a Division of Savant Learning Systems Inc.
Presented By: Captain Michael Hales
- J. Discuss the Georgia Highway Safety Grant Application
Presented By: Sergeant Michael Adams

VII. REPORTS

VIII. ADJOURNMENT

City Council Special Called Meeting
Agenda
Immediately Following the Work Session

I. CALL TO ORDER

II. NEW BUSINESS

A. Approve/deny proposal from CPL Architecture, Engineering and Planning for professional services for the purpose of completing construction documents; usable for permitting, bidding and construction of the new City Hall at Holly Springs Town Center

B. Approve/deny quote from Johnny's Enterprises, Inc. for parking lot repairs at the new Public Works Building located at 956 Univeter Road, in an amount not to exceed \$6,500 and to ratify the City Manager's signature

III. ADJOURNMENT

EXECUTIVE SESSION

- Real Estate



January 11, 2024

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs, P.O. Box 990
Holly Springs, GA 30142

Via Email: rlogan@hollyspringsga.us
770-721-7501 o | 770-825-3494 c

Re: Professional AE Support Services for CD's for Permit & Bidding
City Hall at Holly Springs Town Center, Georgia

Dear Rob,

On behalf of the design professionals of CPL Architecture, Engineering, and Planning, please accept our proposal to provide value added professional services to support the delivery of the new City Hall at Holly Springs Town Center, as described in the Owner provided documents titled "Holly Springs City Hall", dated 03-23-2023, with an estimated construction value of \$10,877,697.

SCOPE OF BASIC SERVICES

CPL will work directly with Mr. Rob Logan, City Manager, City of Holly Springs (Client) for the purpose of completing construction documents, usable for the permitting, bidding, and construction of the above referenced project. Specific scope of Basic Services shall be as follows:

GENERAL SCOPE

1. CPL will hold project progress review meetings as required to communicate and review the progress of the Work, and to secure Client approval(s) prior to proceeding with the next Phase of Work. Client shall determine, and communicate to CPL, who shall be attend meetings on their behalf. CPL will provide sign-in sheets, meeting agendas, and meeting minutes, for all meeting pertaining to CPL's Scope of Basic Services.
2. CPL will coordinate, through the Client, with the original architects and engineers of record, as required to complete the Scope of Basic Services. This proposal assumes that the original architects and engineers of record will cooperate with the Client to coordinate as required to allow CPL to complete the Work.
3. CPL will administer and manage the deliverables indicated below.
4. CPL will review the existing documents provided by the Client, and the project site, to familiarize the Design Team with the project as required to complete the Work.



SCHEMATIC DESIGN PHASE

1. Recreate the existing building design in REVIT to prepare a digital model/file(s) that allows CPL to move forward with producing Construction Documents for permitting and bidding.
2. Review current Codes and modify the existing design to meet Code and address the issues identified in the Peer Review.
3. Provide schematic revised floor plans as required to correct Code deficiencies and to present to the Client for review and approval.

DESIGN DEVELOPMENT PHASE

1. Develop the revised design and coordinate with engineers of record.
2. Prepare Design Development Documents that include the following:
 - a. Cover Sheet.
 - b. General Notes.
 - c. Life Safety Plans.
 - d. Floor Plans & Roof Plan.
 - e. Enlarged Plans including Vertical Circulation.
 - f. Typical Wall Sections.
 - g. Door & Window Schedules.
3. Submit DD Documents to the Client for review and approval.

CONSTRUCTION DOCUMENTS PHASE

1. Further detail the revised design and coordinate with engineers of record.
2. Prepare Construction Documents for permitting & bidding that include the following:
 - a. Cover Sheet.
 - b. General Notes.
 - c. Life Safety Plans & Code Notes.
 - d. Floor Plans & Roof Plan.
 - e. Partition Types.
 - f. Enlarged Plans including Vertical Circulation.
 - g. Plan Details.
 - h. Wall Sections & Section Details.
 - i. Door & Window Schedules.
 - j. Integrate Interior Design documents into CD documents.
 - k. Specifications.
3. Submit CD Documents to the Client for review and approval.
4. Submit CD Documents to the Permitting Authorities for review and approval.



PERMITTING/BIDDING

1. Address permit review comments and revise and resubmit CD Documents, if required, to facilitate the approval of a Building Permit.
2. Assist the Client during bidding as follows:
 - a. Distribute Construction Documents to Client approved bidders.
 - b. Respond to bidder's request for information.
 - c. Issue addenda if required.
 - d. Attend the Bid Opening and certify the results on a Bid Tabulation Sheet.

CPL will not proceed with Scope of Work beyond what is indicated above without client authorization and approval of additional services.

SCHEDULE

The anticipated scope duration is indicated below, which is consistent with the effort anticipated to provide a quality work product. CPL will proceed upon receipt of a signed CPL Proposal, and written documentation that CPL has been released/approved to use and modify the existing City Hall design and design documents by the original Architect of Record.

Proposed Prelim. Design Schedule (Breaks between dates are for Client reviews/approvals):

<u>PHASE</u>	<u>PHASE START FINISH DATES</u>	<u>DURATION</u>
NOTICE TO PROCEED	2/6/2024 2/6/2024	n/a
SCHEMATIC DESIGN PHASE	2/6/2024 3/5/2024	4 weeks
DESIGN DEVELOPMENT PHASE	3/12/2024 4/23/2024	6 weeks
CONSTRUCTION DOCUMENT PHASE	4/30/2024 8/20/2024	16 weeks
PERMITTING / BIDDING	TBD / TBD	

EXCLUSIONS

The following scope of work is not included in the deliverables indicated above; these can be added, if required, with additional service fees (per the attached Rates) and extended schedules being approved prior to work proceeding:

1. Work created due to: Inconsistencies with approvals or instructions previously given by the Client, including redesign and revisions made necessary by adjustments to the project Program or budget; changes required due to Client's failure to render decisions in a timely manner; changes in the project's size, quality, complexity, and schedule.
2. All Engineering Scope of Work; revisions to the existing engineers of record design and documents shall be procured and provided by the Client.
3. Additions and/or deviations from the deliverables listed in this proposal.
4. Cost estimating.
5. Value Engineering efforts, re-design, re-draw, and re-bidding as necessary to revise the design and documents to reduce construction costs.
6. Efforts required for zoning or permit variances.
7. Construction administration.



R. Logan, City of Holly Springs, GA
City Hall CD's for Permit & Bidding - CPL Proposal
January 11, 2024 | Page 4 of 7

COMPENSATION

Compensation for the Scope of Basic Services shall be as listed in Exhibit "A", attached hereto.

TERMS AND CONDITIONS

This Letter Agreement shall be administered in accordance with the Terms and Conditions listed in Exhibits "B" and "C", attached hereto.

This document, together with the exhibits identified herein, constitutes the entire in respect to the services offered and may only be modified in writing signed by both parties. If this agreement satisfactorily sets forth your understanding of the arrangement, please sign one copy of the agreement in the space provided below and return it for our records and our Notice to Proceed. This agreement will be open for acceptance for thirty days from the date of the letter.

Please do not hesitate to contact us if you have any questions or require any additional information. We are passionate about this project and look forward to working with you.

Sincerely,

The CPL Team

A handwritten signature in blue ink, appearing to read "Kevin McOmber".

Kevin McOmber, PE
Executive Vice President

Client Approval

Authorized Signature

Printed Name, Title, Date

Enclosures Exhibit A - Compensation
 Exhibit B – Terms and Conditions
 Exhibit C – CPL Standard Billing Rates | 2024

cc: Tim Pulver, CPL
 Ben Starks, CPL
 File



EXHIBIT A
COMPENSATION

Phase	Fee
Schematic Design	\$ 27,800.00
Design Development	\$ 62,000.00
Construction Documents	\$ 233,000.00
Permitting/Bidding	\$ 24,200.00

Reimbursable Expense Allowance

\$ 5,000.00

Please consider all tasks and associated compensation estimates fully open to review, discussion, and adjustments, to meet your goals, needs and budget expectations.



EXHIBIT B

TERMS AND CONDITIONS

1. **CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT AND SURVEYOR D.P.C (P.C)** dba **CPL** shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.

4. Construction cost estimates prepared by CPL represent CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.

5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Replacement of survey markers resulting from contractor

disturbance or vandalism will be on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 10% or at a lump sum rate or as a lump sum as defined in the terms of the proposal.

8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 7 days written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to the amount of the fees paid for professional services.

11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

**EXHIBIT C**

CPL STANDARD BILLING RATES | 2024

Billing Role	Rate
Principal Architect	\$335.00
Principal Engineer	\$335.00
Principal Consultant	\$225.00
Project Manager	\$225.00
Senior Planner	\$205.00
Senior Engineer MEP	\$205.00
Landscape Architect	\$205.00
Senior Engineer Civil/Structural	\$185.00
Senior Interior Designer	\$185.00
Planner	\$170.00
Project Architect	\$170.00
Project Engineer MEP	\$170.00
Project Engineer Civil/Structural	\$150.00
Resident Observer	\$150.00
Senior Technician	\$140.00
Interior Designer	\$130.00
Junior Planner	\$115.00
Junior Engineer	\$115.00
Junior Technician	\$115.00
Clerical Administrative	\$95.00
Municipal Services	
Building Plans Examiner	\$185.00
Building Inspector	\$170.00
Building Official	\$170.00
Senior Code Enforcement Officer	\$150.00
Soil and Erosion Control Supervisor	\$150.00
Soil and Erosion Control Inspector	\$130.00
Permit Technician	\$95.00

Subconsultant(s) and Expenses at Cost + 10%



Quote Sheet

Job Name: City of Holly Springs Parking lot repair

Date: 1/30/24

To: Whom it may concern

From: Travis Kendrick

Scope of Work

Regrade existing gravel in parking area and compact to achieve positive drainage

Total Project Cost \$6,500.00

Thank You,

Travis Kendrick

Johnny's Enterprises Inc.



phone 770.334.8186 | fax 770.809.5146
email ML@PLS.US | website WWW.PLS.US

317 Grassdale Road, Cartersville, GA 30120

January 10, 2024

City of Holly Springs
Attn: Robert H. Logan, City Manager

SURVEY SCOPE OF SERVICES

Professional Land Surveyors, LLC (PLS) will provide a complete survey as specified below. The site consists of 1 tract containing 0.3-acres to be surveyed at 617 Atlas Place in Holly Springs, GA (see tract in blue on page 2 of this proposal). The total area to be surveyed after accounting for an overlap onto adjacent properties and rights of way is approximately 0.6-acres (see area in yellow on page 2 of this proposal).

Property lines will be established and shown using available deeds and plats obtained through courthouse records research. All property corners will be found or set and visibly marked. Easements as shown on the subdivision plat to be depicted on the survey. A survey of the site will be completed to locate all visible improvements and topographic features including but not limited to buildings, fences, curbs, walks, driveways, fences, sewer, and storm drainage. Contours will be shown at a 1-foot interval and will be based upon the North American Vertical Datum of 1988. Underground utilities will be shown based upon markings placed by an outside consultant (included in this fee). The survey will be provided on an appropriate sheet size and at a scale no larger than 1" = 50'. An electronic copy of the survey in Autocad (.dwg) format will also be provided. Please note that additional items such as surveying appurtenant easement areas (offsite easements) or preparing easement exhibit plats will be billed at a separate fee to be negotiated upon request.

DELIVERY & FEE SCHEDULE

The estimated delivery date of the final survey is within 20 business days of receiving notice to proceed unless unforeseen circumstances, such as weather, delay the survey process. Payment will be made based upon an invoice issued with the delivery of the plat. Payment not made within 30 days of invoice date may be considered a default. In the event of default, the client will be liable for all costs of collection, including reasonable attorney's fees and court costs. It is understood that payment of surveying fees is not subject to any other conditions. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. PLS may, after 3 days' written notice to Client, suspend Services under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith. Amounts invoiced exclude, and Client will pay, all sales, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on PLS net income. All payments shall be made via EFT or sent to Professional Land Surveyors, LLC, P.O. Box 201470, Cartersville, Georgia 30120. Any shipping fees other than standard first-class mail through the U.S. Post Office are not included in this fee and will be added to the final invoice, including but not limited to Federal Express and courier.

Lump Sum Fee for the complete survey as specified above: \$2,900.00

I authorize PLS to proceed with the complete survey as outlined in this proposal. I certify that the company I represent authorizes me, and I agree to all the terms as set forth in this contract.

Mitch Lowery, LS

Robert H. Logan, City Manager

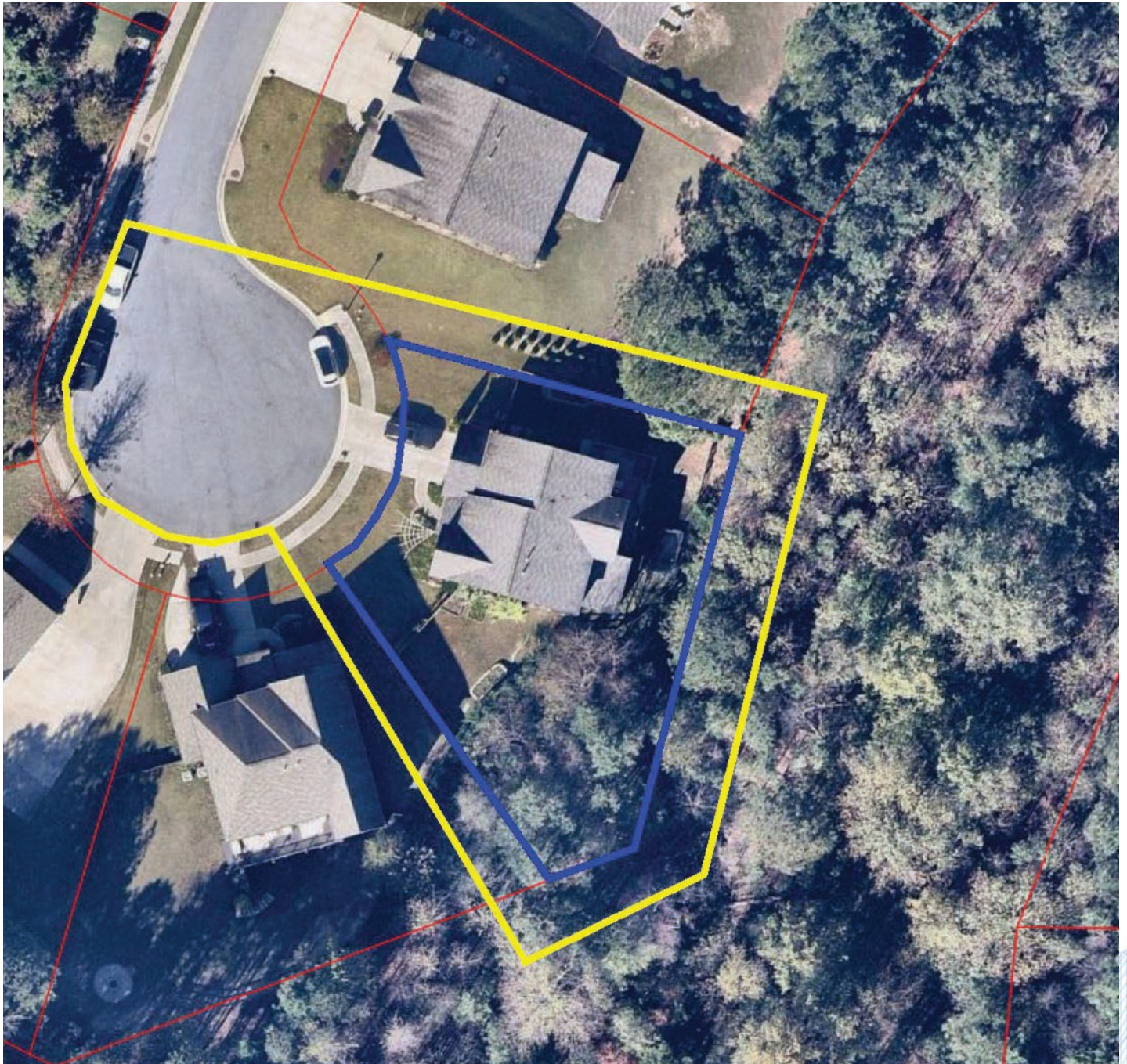


WS Agenda Item VI-C

PROFESSIONAL LAND SURVEYORS

phone 770.334.8186 | fax 770.809.5146
email ML@PLS.US | website WWW.PLS.US

317 Grassdale Road, Cartersville, GA 30120



A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO AMEND THE ADOPTED MUNICIPAL SERVICES MASTER FEE SCHEDULE; TO PROVIDE FOR THE HEALTH, SAFETY, AND WELFARE OF THE GENERAL PUBLIC; TO ESTABLISH THE EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia, seek to provide for the health, safety, and welfare of the general public; and

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia amend the fee schedule from time to time; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and City Council of the City of Holly Springs, Georgia, do hereby adopt the amended Municipal Services Master Fee Schedule as attached hereto as Exhibit “A”.

IT IS HEREBY FURTHER RESOLVED, by the Mayor and City Council of the City of Holly Springs, Georgia, that the amended Municipal Services Master Fee Schedule attached hereto as Exhibit “A,” shall be effective immediately.

This Resolution is adopted this 22nd day of February 2024.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Amend the following:

Exhibit “A”

Public Right-of-Way Use Permit

Type of Application and Permit	Fee
Moving a Structure	\$100
Wireless Facilities and Antennas (O.C.G.A. 36-66C-5)	
Application	
Collocation of a small wireless facility	\$110.38
Replacement Pole	\$269.22
New Pole	\$1,076.89
Annual Right of Way Occupancy Rate (O.C.G.A. 36-66C-5)	
Collocated existing or replacement pole	\$110.38
New Pole	\$220.76
Attachment Rate	\$44.15 each

Mayor WS Agenda Item VI-E
Steven W Miller

Council Members

Kevin Moore
Dee Phillips
Kyle Whitaker
Jeff Wilbur
Michael Roy Zenchuk II



City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office 770-345-5536 – Fax 770-345-0209

City Attorney
Robert M Dyer

City Manager
Robert H Logan

City Clerk
Karen Norred

January 24, 2024

Daniel Westbrook, Emergency Management Director
Cherokee County Emergency Management Agency
150 Chattin Drive
Canton, GA 30115

Dear Mr. Westbrook:

It is our understanding that Cherokee County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to Cherokee County, but to the City of Holly Springs, City of Ball Ground, City of Canton, City of Woodstock, City of Nelson, City of Waleska as well, in order to be eligible to future Federal grants for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the county in this process, providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the City of Holly Springs, City of Ball Ground, City of Canton, City of Woodstock, City of Nelson, City of Waleska to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact me at City Hall at 770-345-5536.

Sincerely,

Robert H. Logan

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Cherokee/City of Holly Springs

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date:_____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date:_____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for City of Holly Springs/Cherokee County, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Chief Executive Officer - Signature	Date: _____/_____/_____
-------------------------------------	-------------------------

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date:_____/_____/_____

Chief Executive Officer – Print Name

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO PROVIDE RESURFACING AND ROAD REPAIRS FOR
VARIOUS ROADS IN THE CITY OF HOLLY SPRINGS**

THIS AGREEMENT entered into between the City of Holly Springs, Georgia, a municipal corporation, lying wholly within Cherokee County, Georgia, hereinafter referred to as the “City,” and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the County plans on the repair and resurfacing of various roads during its 2024 Resurfacing Program project and the City also desires to provide such repair and resurfacing work within the City, more specifically as depicted and summarized on Exhibit “A” attached hereto; and

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows;

1.

SERVICES; FEES

1.1 The County, through its 2024 Resurfacing Program, shall include the resurfacing and road repair work for the various City roads depicted in “Exhibit A” for a distance totaling 1.847 miles (the “Work”).

1.2 The City, shall reimburse the County for the work completed in “Exhibit A”, in accordance with the amount of work actually completed, per unit prices provided by the

County's contractor, through its 2024 Roadway Program contract. (The estimated cost of that work is \$612,830.57)

1.3 The City shall, during the resurfacing work and within forty-eight (48) hours of the County's completion of the Work:

- a) Conduct an inspection of the Work; and
- b) Notify the County in writing of any deficiencies in the Work revealed by such inspection.

The County shall address any such deficiencies with its contractor in a timely manner and to the reasonable satisfaction of the City. Thereafter, the County shall have no continued obligation to the City whatsoever regarding the Work, including but not limited to any obligation of monitoring or maintenance of the Work, other than the contractor's specified maintenance period, and the City shall assume all responsibility for maintenance and monitoring of the Work.

1.4 The City shall reimburse the County for the work actually completed in the amount equal to \$612,830.57, and based on the amount of work actually completed and measured, to be paid to the County after June 30, 2024.

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until December 31, 2024.

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

4.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

City of Holly Springs:
Attn: City Manager
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Cherokee County:
Attn: County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

5.

GENERAL PROVISIONS OF THIS AGREEMENT

5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

5.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.

5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

6.

ENTIRE AGREEMENT

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

7.

AUTHORITY TO ENTER INTO AGREEMENT

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

HOLD HARMLESS

The City does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County's performance of its obligations under this Agreement.

9.

NO THIRD-PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2024.

City of Holly Springs

Cherokee County

By: Steven W. Miller, Mayor

By: Harry B. Johnston, Chairman

Attest: _____
City Clerk (Seal)

Attest: _____
County Clerk (Seal)

EXHIBIT "A"

CITY OF HOLLY SPRINGS

Pay Items	Description	Qty	Unit	Unit Price	Amount
150-1010	TRAFFIC CONTROL	1	LS	\$ 61,283.06	\$ 61,283.06
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	962	TN	\$ 177.69	\$ 170,937.78
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	2,699	TN	\$ 125.00	\$ 337,375.00
413-0750	TACK COAT	3,147	GAL	\$ 5.06	\$ 15,923.82
432-5010	MILL ASPH CONC PVM T, VARIABLE DEPTH (8' wide profile w/ 50' length butt joints)	4,934	SY	\$ 4.01	\$ 19,785.34
653-0095	THERMOPLASTIC PVM T MARKING, HANDICAP SYMBOL	6	EA	\$ 700.00	\$ 4,200.00
653-0110	THERMOPLASTIC PVM T MARKING, ARROW, TP 1	3	EA	\$ 104.77	\$ 314.31
653-0120	THERMOPLASTIC PVM T MARKING, ARROW, TP 2	2	EA	\$ 111.29	\$ 222.58
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	1,683	LF	\$ 0.84	\$ 1,413.72
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	140	LF	\$ 8.25	\$ 1,155.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	36	SY	\$ 6.11	\$ 219.96

Cost Estimate	\$ 612,830.57
----------------------	----------------------

Location No.	Road Name	Beginning Point	Ending Point	Roadway Length (MI)
1	Morgan Walk	Cul de sac	Cul de sac	0.131
2	Holly Lane	Sequoah Circle	Morgan Road	0.833
3	Morgan Trace	Cul de sac	Cul de sac	0.390
4	Indian Trail	Holly Lane	Cul de sac	0.146
5	Laurel Lane	Holly Lane	Cul de sac	0.078
6	Longbow Court	Holly Lane	Cul de sac	0.197
7	Spring Place	Holly Lane	Cul de sac	0.072
8	Barrett Park	Parking Lot		

Total mileage			1.847
----------------------	--	--	--------------

2024 Resurfacing Holly Springs

[illegible]

PS	Paved Shoulder
P	PROFILE MILL
T	TRANSITION MILL

9.5mm totals include 85 tons for each cul de sac. Possible 1.5" overlay for cul de sacs to raise crown in field. As directed by City of Holly Springs. Manhole quantities are for inventory purposes only. MUST BE FIELD VERIFIED for adjustments prior to paving.

2024 Resurfacing Holly Springs

Location No.	Subdivision	Road Name	Leveling/Patching/Tack			Milling	Striping					
			Patching (SY)	Patching (TN)	Tack (GAL)		5" White Solid (LF)	24" white (LF)	White (SY)	Type 1 Arrows (EA)	Type 2 Arrows (EA)	Handicap Symbol (EA)
1		Morgan Walk	385	89	200	307		28				
2		Holly Lane	1,535	355	1,229	1,956		28				
3		Morgan Trace	720	166	576	916		28				
4		Indian Trail	360	83	224	342		14				
5		Laurel Lane	182	42	114	182		14				
6		Longbow Court	850	196	339	462		14				
7		Spring Place	135	31	106	169		14				
8		Barrett Park			359	600	1,683		36	3	2	6
		Totals		962	3,147	4,934	1,683	140	36	3	2	6

PS Paved Shoulder
P PROFILE MILL
T TRANSITION MILL
9.5mm totals include 85 tons for e
Manhole quantities are for invent

**A RESOLUTION AUTHORIZING AND APPROVING
THE ADOPTION OF
THE AMERICANS WITH DISABILITIES ACT TRANSITION PLAN
FOR THE CITY OF HOLLY SPRINGS**

WHEREAS, the Americans with Disabilities Act (ADA) of 1990 is a civil rights statute that prohibits discrimination against people with disabilities. The term "disability" for the purposes of the ADA encompasses a wide range of physical and mental situations. These physical disabilities may affect mobility, stamina, sight, hearing and speech, while mental disabilities include conditions such as emotional illness and learning disabilities. The City of Holly Springs does not discriminate against people with disabilities, and integrated ADA requirements in 1992; and

WHEREAS, the ADA addresses access to the workplace and employment (Title I), state and local government services and facilities (Title II), and places of public accommodation and commercial facilities (Title III). It also requires effective communication for people with sight or hearing disabilities in Title IV and Title V addresses miscellaneous issues; and

WHEREAS, Mayor and Council hereby finds that it is in the best interests of the City of Holly Springs to now formally adopt an ADA Transition Plan as evidenced in the attached document entitled "City of Holly Springs Americans with Disabilities Act Transition Plan", a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, for the purposes of accessibility in the City of Holly Springs, this Transition Plan will focus on Title II, which specifically includes all Title requirements of the Americans with Disabilities Act as they pertain to Municipalities. Title II specifically prohibits discrimination by public entities on the basis of disability by requiring that all programs, services and activities be accessible to all people with disabilities. To accomplish this, the Department of Justice developed regulations requiring public entities that employ fifty or more people to develop a Transition Plan to map out the steps to compliance with Title II of the ADA; and

WHEREAS, this City of Holly Springs Americans with Disabilities Act Transition Plan is created to comply with Title II of the ADA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Holly Springs, that the adoption of the City of Holly Springs Americans with Disabilities Act Transition Plan as identified in Exhibit A hereto is hereby authorized and approved.

RESOLVED this 22nd day of February, 2024.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



AMERICANS WITH DISABILITIES ACT

TRANSITION PLAN

February 22, 2024

CITY OF HOLLY SPRINGS AMERICANS WITH DISABILITIES ACT TRANSITION PLAN

Section 1: Overview of the City

The City of Holly Springs, in Cherokee County, is located south and east of the City of Canton and north of the City of Woodstock and encompasses approximately 7.42 square miles. The majority of the city's land area is located on the east side of Interstate 575, which bisects the city on a northeast-southwest axis. The city's geography includes two interchanges on Interstate 575, one in the southwestern portion of the city at Sixes Road (Exit 11), and another at Holly Springs Parkway (Exit 14). The City's primary access is Holly Springs Parkway, also known as old Georgia State Route 5, which traverses Holly Springs on a north-south axis just east of I-575 (no longer part of the state highway system). Other major routes include Hickory Road, which serves as a major collector from the city's downtown area in an easterly direction, and Hickory Flat Highway (Georgia State Route 140) at the northeast city limits.

Holly Springs' early development as a community was closely linked with the railroad track that ran through the heart of town. The railroad line came through Holly Springs in 1879. This was around the same time that the marble quarry began operation. Five years later the "small settlement" boasted a population of 70 with three stores, a cotton gin, sawmill, grist-mill, church, schoolhouse, and a blacksmith shop. The current population of the City is 18,739. Holly Springs was originally incorporated in 1906 with a circular configuration centered on the railroad line and Hickory Road in the city's historic downtown. Today, Holly Springs has taken on new shape, with major annexations in all directions from the original corporate limits except to the north and northwest, where expansion is confined by the corporate limits of the City of Canton. Large tracts of land have been added to the city's corporate boundaries, and the City continues to annex additional land.

Section 2: Purpose

The City of Holly Springs prepared this Transition Plan (the Plan) to comply with the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973 as amended.

The Plan encompasses the City of Holly Springs' rights-of-way and includes streets, roadways, sidewalks, signage, marking, signals and bridges. The Plan also includes all public buildings owned by the City of Holly Springs.

The City of Holly Springs complies with the Americans with Disabilities Act of 1990, Public Law 101-336 (ADA). This act prohibits discrimination on the basis of disability and requires that no qualified individual with a disability shall, on the basis of that disability, be denied the benefit of the services, programs, activities or employment provided by the City of Holly Springs.

In compliance with Section 35, 106 of the ADA's Title II regulations, all applicants, participants, beneficiaries and other interested individuals may obtain more information at www.ada.gov.

Section 3: Grievances

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance.

In compliance with the above requirements, the City of Holly Springs has adopted and published the City of Holly Springs Grievance Policy and Procedure for Disabled Individuals, located in Appendix A.

Section 4: Standards of Accessibility

The City of Holly Springs applies the following guidelines, manuals and standards:

1. The Americans with Disabilities Act Accessibility Guidelines
2. Federal Highway Administration Manual on Uniform Traffic Control Devices
3. Georgia Department of Transportation Pedestrian and Streetscape Guide

All new construction and alteration of existing facilities are required to comply with the above standards. Maintenance of facilities will be in compliance with the above standards.

Section 5: Public Requests

Public requests for installation and/or modification of curb ramps is of significant importance to the City. All requests will be reviewed by the City Engineer, City Manager, and Community Development Staff.

Section 6: Training for City Staff on ADA Compliance

In order to ensure effective implementation of this plan, and to afford staff with the tools necessary to provide better accessibility, the City will provide the following training on the following topics for staff:

1. ADA Transition Plan training for all City staff
2. Specialized training for field staff who may deal with the public as part of their job duties.
3. ADA Coordinator training

Currently, two staff members have completed and have up-to-date certifications for the Title VI/ADA training sponsored by the Georgia Department of Transportation.

Section 7: Action Plan

The Action Plan for ADA compliance includes the City of Holly Springs' streets, roadways, sidewalks, signage, marking, signals, bridges and all City of Holly Springs public buildings. The

information is obtained by field inspection and citizen input.

The Action Plan defines areas requiring updating for ADA compliance. All updates will comply with the standards defined herein. The Action Plan is located in Appendix B.

Appendix A

GRIEVANCE POLICY AND PROCEDURE

I. Policy

In compliance with the Americans with Disabilities Act (the Act), 42 U.S.C. 12101, et seq, 1990 and 28 C.F.R. 35.107 (B), the City of Holly Springs desires to establish a policy for providing disabled individuals a local grievance procedure for resolution of complaints lodged under the Act. It is the City's stated intention that this policy is intended to assist disabled individuals by providing access to the programs, services and facilities of the City of Holly Springs.

II. Administration

The City, as an official portion of the policy and procedure, has established the following administrative positions with certain responsibilities as follows:

- A. **ADA Coordinator** - The Community Development Director shall serve as the ADA Coordinator. It shall be the duty and responsibility of this individual to maintain all files and records of the City of Holly Springs relating to grievances and audits for the prescribed period pursuant to the Americans with Disabilities Act. In addition, the ADA Coordinator shall be responsible for insuring that the provisions of the Grievance Policy are implemented and conducted fairly under the term of the Act as may be amended from time to time. The Coordinator's name shall be posted on the notices as required by the Act.
- B. **ADA Department Representative** - Each City Department shall designate an individual within the department to serve as the ADA Representative whose duties and responsibilities shall include being the departmental individual charged with providing responses and coordination of information and processing grievances.
- C. **ADA Committee** - The City Manager is hereby authorized to select, in coordination with the ADA Coordinator, a committee of not less than two (2) people to hear appeals or grievances filed pursuant to this policy. It shall be the duty of the committee to render timely decisions and to utilize its best efforts to resolve any disputes presented regarding matters under the Act.

III. Procedure for Filing and Considering a Grievance

- A. Any individual desiring to file a grievance shall complete the ADA Grievance Form, which is adopted in the form attached hereto. The completed form should be submitted to the ADA Department Representative no later than five (5) working days after the grievant becomes aware of the alleged violation or

questioned activity.

- B. Thereafter, the ADA Department Representative shall investigate and review the complaint and meet with the grievant within three (3) working days when possible. Resolution at the department level is encouraged. However, if no resolution can be reached, then it shall be the responsibility of the ADA Department Representative to schedule an informal grievance hearing before the ADA Committee not later than two (2) weeks following the meeting between the ADA Department Representative and the individual. At the hearing, the ADA Department Representative and the grievant shall be given the opportunity to submit pertinent information to the Committee. Additionally, the Committee may receive information from any interested person. These rules contemplate an informal hearing process to provide an opportunity to resolve any and all issues presented for discussion.
- C. Thereafter, the Committee shall submit a written determination resolution, if any, which shall be made no later than ten (10) working days following the hearing by the Committee, unless otherwise agreed upon by the parties. The determination of the ADA Committee shall be deemed the final determination.

Appendix B**ACTION PLAN****ROAD NETWORK**

LOCATION	TYPE OF BARRIER	RESOLUTION	PROJECTED IMPLEMENTATION DATE	ESTIMATED COST
Hickory Road/Stringer Road Fill-In-The-Gaps Project				
Greystone Way	Ramp	Install	2025-2026	\$2,500
Harmony Lake Drive	Ramp	Replace	2025-2026	\$2,500
Hickory Trail	Ramp	Install	2025-2026	\$2,500
Whitestone Drive	Ramp	Install	2025-2026	\$2,500
Holly Springs Parkway Widening Project				
Phase II			Underway	\$5,626,482 (Construction costs only)
Chapelcrest Lane	Sidewalk/Ramps	Install	2024	
Overlook Circle	Sidewalk/Ramps	Install	2024	
Ronnell Road	Sidewalk/Ramps	Install	2024	
Whitetail Circle	Sidewalk/Ramps	Install	2024	
Phase III				\$6,000,000 (Total project cost)
Childers Road	Sidewalk/Ramps	Install	2024-2026	
Jackson Street	Sidewalk/Ramps	Install	2024-2026	
Mullins Drive	Ramps	Replace	2024-2026	
Holly Street LCI Project				
Holly Street LCI Project will provide sidewalks, bike lanes, and road/drainage improvements	Sidewalk/Ramps Bridge/Bike Lanes	Install	2024-2027	\$9,536,680 (Total project cost)
Childers Road	Sidewalk/Ramps	Install		
Holly Lynn Court	Sidewalk/Ramps	Install		
Marble Quarry Road	Sidewalk/Ramps	Install		
Old Holly Springs Road	Sidewalk/Ramps	Install		

ACTION PLAN**FACILITIES**

LOCATION	TYPE OF BARRIER	RESOLUTION	PROJECTED IMPLEMENTATION DATE	ESTIMATED COST
Train Depot	Ramps	Replace with Required Slope/Landings	2024 (included in Holly Springs Depot Renovation Project)	\$156,555 (Total project cost)
	Restroom Facilities	Replace Door Knobs, Grab Bars, Faucet Handles	2024 (included in Holly Springs Depot Renovation Project)	
Barrett Park	Access	Provide Access to Gazebo	2024-2025	
J.C. Mullins Park	Signage	Replace	2025-2026	
	Access	Install Hard Surface Access to Restrooms, Bleachers, Concession Stand	2025-2026	
	Restroom Facilities	Upgrade to Current Standards	2025-2026	
	Parking	Regrade Slope for Handicapped Parking	2025-2026	
	Signage	Replace	2025-2026	



City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
770-345-5536

**Title II of the Americans with Disabilities Act
Section 504 of the Rehabilitation Act of 1973
Discrimination Complaint Form**

Instructions: Please fill out this form completely, sign and return to:

City of Holly Springs
ADA Coordinator
P.O. Box 990
Holly Springs, GA 30142

Complainant/Employee Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: Home: _____ Business: _____ Cell: _____

Email Address: _____

Department of Employee (if applicable): _____

Person Discriminated Against (if other than complainant): _____

Address: _____

City, State, Zip Code: _____

Telephone: Home: _____ Business: _____ Cell: _____

Email Address: _____

City of Holly Springs department, facility, or program which you believe has discriminated:

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

When did the discrimination occur? Date: _____

Describe the acts of discrimination providing the name(s) where possible of the individuals who discriminated:

Have efforts been made to resolve this complaint through the internal grievance procedure of the department or organization?

Yes_____ No_____

If yes, what is the status of the grievance?_____

Signature:_____

Date:_____

Printed Name:_____

FOR OFFICE USE ONLY

Review and Comments

ADA DEPARTMENT REPRESENTATIVE

Date Received:_____

By:_____

Date interview conducted with employee:_____

Investigative process and findings:_____

Action Taken:_____

Department Head Signature:_____

SECOND LEVEL- ADA COMMITTEE

Date received:_____Members of the Committee:_____

Date hearing conducted:_____Comments:_____

Committee Chairman Signature_____



Change Order Form

Cloudpermit

11911 Freedom Drive, Ste. 720
Reston, Virginia 20190
United States

Change Order #: Q-02181-1
Customer #: CUST-0008805
Date: 2024-01-30
Sales Person: Rhonda Lake
Sales Person Email: rhonda.lake@cloudpermit.com
Delivery Method: E-Mail

Ship To

Nancy Moon
Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115
United States
770-345-5533
nmoon@hollyspringsga.us

Bill To

Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115
United States

Service

Additional Service(s) as described on Schedule A	Total
Integration with Laserfiche - Implementation	USD 5,000
Service Total:	USD 5,000

Terms and Conditions

Invoicing: Any applicable invoice to be sent after Order Form is signed.
Payment Term: Net 30 days from Invoice Date

All stated prices are exclusive of any taxes.

Customer Name: _____

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

Accounts Payable Email: _____

By signing this form, the client authorizes Cloudpermit to implement the changes identified in Schedule A attached to this order form.

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Schedule A

Project Name	Holly Springs Georgia		
Requestor Name, Address, Phone and Email Address	Nancy Moon, Holly Springs 3237 Holly Springs Parkway Holly Springs, GA 30115 770-345-5533 nmoon@hollyspringsga.us	Requestor Bill To Information	Holly Springs 3237 Holly Springs Parkway Holly Springs, GA 30115
Submitted by	Rhonda Lake	Date Requested	January 26, 2024

Change Request Identification	
Change Request #	CO-001
Change Title	Cloudpermit integration with Laserfiche Cloud

Change Request Details	
Description	Holly Springs Georgia signed the Cloudpermit contract on December 18, 2023, which included Cloudpermit products BUILDING, PLANNING, LICENSING AND CODE ENFORCEMENT. During the handoff to Professional Services meeting the Cloudpermit team learned that Holly Springs is interested in integrating with Holly Springs Cloud-based Laserfiche through Cloudpermit. This change order is to add Laserfiche Cloud integration to the Holly Springs Cloudpermit implementation.
Justification	Holly Springs needs Cloudpermit Integration to the Laserfiche repository with the online attachments to be uploaded through Cloudpermit
Scope of Work	The Integration between Cloudpermit and Holly Springs Cloud Laserfiche will allow for uploading attachments through Cloudpermit to be stored in Holly Springs Laserfiche repository. Cloudpermit will: • Upload to Holly Springs Laserfiche repository by mapping the uploaded documents to the appropriate Laserfiche repository location
Assumptions	1. There are no additional changes included in this change order that are not detailed in the above scope of work. 2. There are no other configuration changes required as a result of the above scope of work. 3. Holly Springs is responsible for providing the Laserfiche directory structure. 4. Once the integration between Cloudpermit and Holly Springs Laserfiche cloud is live, any changes to Holly Springs Laserfiche affecting the

Schedule A

	integration with Cloudpermit will be the sole responsibility of Holly Springs. 5. Cloudpermit is not responsible for changes to the administration and/or maintenance of Holly Springs Laserfiche product.
Priority	High

Evaluation	
Schedule	ASAP
Cost & Payment Terms	\$5,000 (USD), Payable upon completion of the Cloudpermit integration to Holly Springs Cloud Laserfiche
Implementation Specialist Assigned	Mindy Carver

Virtual Academy Platform Information

Virtual Academy is an online training provider with an agency management platform. Below you will find more in-depth information on the functionality of the system and how it applies to agencies.

Over 250hrs of Quality, Online Training

- Course Categories include: Leadership, Patrol, Investigations, School Safety, Constitutional Criminal Law, Telecommunications, and Corrections
- Anti-cheat mechanisms
 - Interactive courses that ensure officers are present and paying attention
 - Randomized quiz questions to prevent the sharing of answers
- "Resume at Time" saves officer's position in course
 - If an officer receives a call during a course, they will not have to start over
- Direct reporting to POST weekly

Track & Manage All Training

- Virtual Academy courses and any logged external training
 - External training can easily be uploaded
- Keep up to date training histories on each officer
- Easily pull training in any time frame and export to a spreadsheet for records

Course and Roll Call Creation

- Upload videos and/or slideshows into the platform
- Create assessments
- Assign to officers virtually for completion
 - Allows officers to complete course in their downtime

Streamlined Communication within the Agency

- Announcement section for instant communication
 - Same message to every officer at the same time and same way
 - Email and text notifications for announcements ensures officers are alerted immediately

Online FTO Platform

- Based on the San Jose model
- Completely customizable to fit your needs
- Build multiple programs
- Go completely paperless
- Easily track and manage all data
- Score trends available
- Extremely user friendly
- Mobile-friendly (phone, iPad, laptop, etc)

VIRTUAL ACADEMY SOLUTION AGREEMENT**Cover Sheet**

THIS VIRTUAL ACADEMY SOLUTION AGREEMENT (comprising this Cover Sheet and the Terms and Conditions attached hereto, collectively, the "Agreement") is entered into as of the date of the later signature below ("Effective Date") by and between Virtual Academy, a division of Savant Learning Systems, Inc. ("Virtual Academy"), and the law enforcement agency identified below ("Law Enforcement Agency").

A. WHEREAS, Virtual Academy has developed a comprehensive suite of content, products and services (each individually, a "Solution" and, collectively, the "Solutions") designed to permit Law Enforcement Agency to offer training online, which Solutions include Virtual Academy's custom on-line training management system ("TMS"), currently offered under the brand "Virtual Academy."

B. WHEREAS, Law Enforcement Agency desires to arrange for access to and use of the TMS and the additional Solutions specifically elected by Law Enforcement Agency ("Elected Solution(s)") as indicated below, and Virtual Academy is willing to provide such Elected Solutions, subject to the terms and conditions herein.

Elected Solutions

Package Options	Number of Users
Complete \$50 / officer – Full TMS and Unlimited Courses Add-on FTO module	40 \$750.00 flat rate

VIRTUAL ACADEMY, A DIVISION OF SAVANT
LEARNING SYSTEMS, INC.

By: Carrie Sutherland
(signature)

Name: Carrie Sutherland

Title: Director of Inside Sales

Date: 1/16/2024

Holly Springs Police Dept
(department name)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

VIRTUAL ACADEMY SOLUTION AGREEMENT – TERMS AND CONDITIONS

1. TMS Access. Virtual Academy hereby grants Law Enforcement Agency a non-exclusive, limited, revocable, non-transferable, non-sublicenseable right and license to access the TMS, subject to the terms of this Agreement, solely in connection with Law Enforcement Agency's offering of the training to its sworn and non-sworn employees and affiliates.

2. Virtual Academy Warranty. Virtual Academy warrants that (i) it will use commercially reasonable efforts to ensure that the TMS, courseware, instructional materials, software or source code do not contain any malware or other code that could cause damage to Law Enforcement Agency's computer systems or data; and (ii) it owns and/or has all necessary rights to use and to permit the use of the TMS, courseware, instructional materials, software or source code as provided herein. Virtual Academy makes no other warranty, express or implied, in connection with the Solutions, and hereby disclaims and excludes any warranty of fitness for a particular purpose and/or warranty of merchantability.

3. Access. Virtual Academy will use commercially reasonable efforts to provide continuous access to the Virtual Academy platform, excluding planned maintenance periods and unplanned downtime beyond the reasonable control of Virtual Academy. Law Enforcement Agency understands that Virtual Academy cannot guarantee access at all times. Virtual Academy shall not be responsible for any failure by Law Enforcement Agency or its officers to gain access to the Solutions due to causes beyond Virtual Academy's reasonable control, including power outages, and damage to or defects in computer hardware.

4. Maintenance and Software Upgrades. Maintenance and software upgrades to the TMS, courseware, instructional materials, software, or source code may be performed at the discretion of Virtual Academy. Virtual Academy agrees to provide Law Enforcement Agency with reasonable advance notice of scheduled maintenance and/or software upgrades.

5. Compliance with Certain Regulatory Requirements.

a. Privacy Protection. Each party will ensure that officer grades and/or other protected information related to this Agreement will be treated as confidential and protected from disclosure as required by federal and applicable state law. Officer grades are the property of Law Enforcement Agency and Law Enforcement Agency shall be responsible for maintenance of such data.

6. Confidentiality. To the extent permitted by applicable law, the terms of this Agreement are confidential. Except as required by law, neither party shall furnish confidential information of the other party to any unauthorized person or entity. Nothing in this section prevents Virtual Academy from issuing a mutually acceptable press release or naming Law Enforcement Agency as a client in advertising materials and/or as a case study of the TMS, courseware, instructional materials, software, or source code. Law Enforcement Agency further authorizes Virtual Academy to monitor performance and/or

service level information and data associated with Law Enforcement Agency's use of the TMS, courseware, instructional materials, software or source code, and Virtual Academy will seek authorization from Law Enforcement Agency to make such performance and/or service level information and data publicly available for promotional and/or advertising purposes.

7. Intellectual Property. Virtual Academy owns all right, title and interest in the intellectual property embodied in or related to the TMS, courseware, Solutions, instructional materials, software or source code (including any and all tangible and intangible ideas, items, works of authorship and other materials resulting from such Solutions, such as all works of authorship forming any part of the TMS, courseware, Solutions, instructional materials, software or source code, whether or not registered or capable of registration, including but not limited to the source code, any graphical or pictorial works such as but not limited to logos, graphical user interfaces, architecture and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications). Virtual Academy shall retain ownership over all instructional and/or reference content, excluding officer data and supplemental Law Enforcement Agency or training materials uploaded by Law Enforcement Agency or any of its officers, employees or agents, or by users of the TMS.

8. Proprietary Rights and Restrictions. Virtual Academy holds and retains all right, title, and interest in its software, original applications, documentation, materials, and all other intellectual property. Nothing in this Agreement is intended to transfer any ownership rights to Law Enforcement Agency. Law Enforcement Agency shall not:

a. Decompile, disassemble, or reverse engineer, or attempt to decompile, disassemble or reverse engineer, the TMS, courseware, instructional materials, software or source code;

b. Modify or attempt to modify the TMS, courseware, instructional materials, software or source code;

c. Rent, lease, license, assign, sell or otherwise provide access to any unauthorized individual or entity to Virtual Academy's intellectual property, including the TMS, courseware, Solutions, instructional materials, software or source code, and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications on a temporary or permanent basis;

d. Upload, or attempt to upload, to Virtual Academy's servers any information, material or content that infringes upon any third party copyright, trademark, patent or trade secret, or material or content that is in violation of any law of the United States;

9. Trademarks. During the term of this Agreement (and thereafter, for historical purposes), Law Enforcement Agency grants Virtual Academy a limited, non-exclusive license to use

Law Enforcement Agency's trademarks, as designated in writing by Law Enforcement Agency, solely for the purpose of fulfilling Virtual Academy's obligations and exercising Virtual Academy's rights hereunder.

10. Assignment. Law Enforcement Agency may not assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the express written consent of Virtual Academy, which Virtual Academy may withhold in its sole discretion.

11. Responsibilities of Law Enforcement Agency. Law Enforcement Agency agrees to perform the following:

a. Law Enforcement Agency will provide to Virtual Academy a list of enrolled officers and officer identification as is needed for Virtual Academy to perform its obligations under this Agreement. The list provided by Law Enforcement Agency will reflect officers enrolled as of the first day of implementation and will be provided to Virtual Academy a minimum of five (5) days prior to the initiation of implementation.

b. Law Enforcement Agency will arrange and provide for a qualified officer to administer and oversee Law Enforcement Agency's use and implementation of the TMS, courseware, instructional materials, software, source code and the Solutions in connection with the training. Law Enforcement Agency will ensure that all such officers participate in the training and orientation provided by Virtual Academy with respect to the TMS, courseware, Solutions, instructional materials, software or source code. Law Enforcement Agency will take such steps as necessary to ensure that officers respect Virtual Academy copyrights and proprietary information.

c. Law Enforcement Agency shall exercise the sole decision-making authority in the (i) appointment of training officers, (ii) admission of officers to the training, (iii) evaluation of officer performance, and (iv) decisions to award course credit and/or training credentialing.

d. Law Enforcement Agency warrants that it has policies and procedures in place to comply with, and will comply with, all applicable federal, state, and local laws and regulations with respect to the training. Without limiting the foregoing, Law Enforcement Agency will be responsible for compliance with all applicable state accrediting agency requirements and state law authorizations and requirements.

e. Law Enforcement Agency will provide such other reasonable administrative support for the implementation and functioning of the TMS and the Solutions not otherwise specifically set forth in this Agreement as being the responsibility of Virtual Academy.

f. Law Enforcement Agency will make reasonable efforts to prevent unauthorized access to the TMS, courseware, instructional materials, software or source code and to maintain confidentiality of login information used by officers and instructors to access the TMS, courseware, instructional materials, software or source code.

g. Any additional responsibilities of Virtual Academy and Law Enforcement Agency with respect to the Solutions shall be mutually agreed in writing.

12. Indemnification. To the extent permitted by applicable law, each party shall indemnify and hold harmless the other party, including its officers, directors, employees and agents, against any losses, damages, or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against the other party and arising out of the indemnifying party's (i) gross negligence, willful misconduct or fraud; (ii) breach of the terms of this Agreement or (iii) failure to comply with any applicable law.

13. Term. The term of this Agreement will commence on the Effective Date and continue in effect thereafter, unless terminated earlier as provided herein, for one (1) year.

14. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon provision of thirty (30) days' written notice to the breaching party, provided that such breach has not been cured within said period. If Virtual Academy terminates this Agreement due to Law Enforcement Agency's failure to make adequate or timely payment, all Solutions may be terminated at Virtual Academy's option. In the event of termination following such breach, Virtual Academy may, at its option, (a) charge a reinstatement fee to reinstate support Solutions; or (b) decline to reinstate support Solutions until breach is cured. In addition, either party may terminate this Agreement, effective immediately upon notice, if the other party files for bankruptcy protection, is determined to be bankrupt or insolvent or enters into any bankruptcy or insolvency proceeding, except that Virtual Academy shall continue to provide courses still in session in accordance with the terms of this Agreement to the extent legally permitted to do so.

15. Effect of Termination. Virtual Academy also agrees that in case of termination by either party, it will make reasonable efforts to protect officer data, subject to the terms of this Agreement. Notwithstanding anything herein to the contrary, as of the date that is twelve (12) months following any expiration or termination of this Agreement, officer data may be destroyed at the discretion of Virtual Academy. Upon the expiration or any termination of this Agreement the following Sections shall survive: 5, 6, 7, 8, 9, 11; 12; 17; 18; 20 and 21.

16. Force Majeure. Virtual Academy warrants that it shall use commercially reasonable efforts to maintain Solutions and protect data. Virtual Academy shall not be liable for any failure to perform its obligations where such failure is a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity, telephone, or internet service.

17. Mediation and Arbitration. Any controversy between the parties to this Agreement involving the construction or

application of any of the terms, provisions, or conditions of this Agreement shall, on written request of either party served on the other, be submitted to mediation with each party paying for half of the total cost of the mediator. If mediator is unsuccessful, suite may be filed in a court of competent jurisdiction in the state of Georgia.

18. Governing Law. This Agreement is governed by the laws of the State of Georgia. Legal action arising from this Agreement shall only be filed in the State of Georgia. The parties waive any right to a jury trial.

19. Legal and Regulatory Changes. If any law or regulation governing this Agreement, the Solution or the training changes such that any aspect of this Agreement, the Solution or any training as then provided does not comply with such law or regulation, the Parties shall amend this Agreement solely to the extent necessary to comply with such law or regulation.

20. Entire Agreement. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements.

21. Amendment. No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties.

22. Severability. If a court declares any part of this Agreement void or unenforceable, the remaining terms and provisions shall remain in force.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.



GEORGIA HIGHWAY SAFETY GRANT APPLICATION

**Governor's Office of Highway Safety
7 Martin Luther King Jr Drive, Suite 643
Atlanta, Georgia 30334
Tel: (404) 656-6996 Fax: (404) 651-9107
www.gahighwaysafety.org**

GRANT TERMS, CONDITIONS AND CERTIFICATION

GRANT TERMS AND CONDITIONS

1. AVAILABILITY OF FEDERAL FUNDS

All grant awards are contingent upon the availability of federal funds.

2. GENERAL REQUIREMENTS

As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to:

- 23 U.S.C Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L.109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

3. FINANCIAL MANAGEMENT SYSTEMS

Financial management systems shall provide for accurate, current, and complete disclosure of financial results for each grant program. These systems must also provide records that identify the application of grant funds; effective control and accountability for all funds and property; comparisons of actual outlays with budgeted amounts; and a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

4. OBLIGATION OF FUNDS

Grant funds may not, without advance written approval by the GOHS, be obligated prior to the effective date or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period. The due date for the final claim will be announced by GOHS in the grant closeout letter, generally sent to the sub-recipient during the month of August.

5. ACCOUNTING RECORDS/SOURCE DOCUMENTATION

The sub-recipient must maintain an accounting system, which identifies and separates the source and application of all funds provided for the grant's activities. The system must record and summarize financial transactions in a manner sufficient to permit the required reports to be prepared from them. These financial transactions should be recorded in books of original entry (cash receipts and disbursement journals) and summarized through the use of ledgers, which identify the financial results of the grant's activities. All transactions should be adequately documented and identified in the accounting records in order that they can be traced from the original source documents to the accounting records and then to the monthly claim for reimbursement submitted to GOHS.

The sub-recipient must support accounting records with source documentation such as cancelled checks, paid bills, etc. When personnel services and/or activity hours are funded as part of the grant, the agency shall maintain the following additional documentation:

- payroll records;
- time distribution and attendance records for individual employees;
- salaries and wages of employees, chargeable to more than one project or cost;
- appropriate time distribution records showing time allocated to each function.

Documentation for matching funds must also meet the criteria above.

Support of salaries, wages, and activity hours

Where sub-recipient employees are expected to work solely on a single Federal Award or cost objective, charges for their salaries, wages, and/or activity hours must be supported by semi-annual certification. This

document verifies that the employee worked solely on that program for the period covered by the certification and/or activity hours submitted through the reporting process. The certification periods cover October – March and April – September. Sub-recipients with personnel service costs (does not include enforcement/activity hours) within their budget must complete and submit the Semi-Annual Certification Form provided by their assigned GOHS Grant Manager no later than thirty (30) days after the close of each period. The form must be signed by the employee or their supervisory official having firsthand knowledge of the work performed by the employee.

6. **COSTS**

a. ALLOWABLE COSTS

Payment for costs incurred shall be on a reimbursable basis. An advance of funding is not allowable for Highway Safety activities. Cost incurred means the grant must have established a liability for payment.

Items must meet all of the following criteria to be an admissible cost for reimbursement of an approved highway safety grant:

All items must:

- be an item or service approved in the grant.
- represent an actual expenditure and be chargeable to the grant.
- be incurred on or after the authorized effective date of the grant and on or before the ending date of the grant period.
- be necessary for proper and efficient administration of the project and be allocated to the activities in the grant
- be reasonable when compared to unit value.
- be reduced by all applicable credits.
- be in the pro-rata share of the approved project (when allowable costs are to be allocated or pro-rated to a project, an allocation or pro-ration worksheet must be prepared and retained by the agency for audit).
- be permissible under federal, state, and local laws, regulations, and practices.
- not result in a profit or other increment to the sub-recipient unless the profit is used to advance the project within the grant limits.
- not be allocated to, or included, as a cost of any other federally financed program.

b. UNALLOWABLE COSTS

- Promotional/ Incentive type items
- Compensation for time spent in court.
- Compensation for overtime paid at one and a half times pay unless the following conditions are met:
 - 1) Payments for overtime, which are clearly defined, and separately delineated in the grant application, exhibited as a separate cost category in the budget pages of the grant application, **and pre-approved by GOHS.**
 - 2) A plan for overtime payment, including the existing departmental or agency overtime policy for non-project personnel, must be submitted for review and approval by GOHS prior to expense being incurred.
- Employee's salary while pursuing training nor to pay the salary of the employee's replacement, except where the employee's salary is supported with federal funds under an approved GOHS project.

Contact your GOHS Grant Manager if there are any questions or concerns regarding allowable or unallowable costs.

7. EDUCATION AND TRAINING

Development costs associated with new training curriculums and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA/FHWA or by other states and are approved by the NHTSA/FHWA Regional Administrator. This does not preclude modifications of present material necessary to meet particular state and local instructional needs.

In order for the cost of training to be approved for funding in the grant, the following criteria apply:

- All personnel to receive training must currently be working in an area dealing with the highway safety grant or project.
- The person(s) receiving the training will be used in a highway safety area or project for a reasonable period of time after receiving the training.
- The training requested must be critical to the operation of the highway safety grant/project.

8. PROGRAM INCOME

Program income means gross income earned by the sub-recipient from grant-supported activities. Program income may include but is not limited to revenue from service fees, sale of commodities acquired with federal funds, use of rental fees for property acquired with federal funds and royalties on patents and copyrights.

Income generated from a highway safety funded grant must be utilized in operation of the project, to defray on-going expenses during the grant period and should be credited against expenses claimed. Documentation shall be maintained for any such income. Agencies no longer receiving highway safety financial assistance but generating income from previously supported activities are encouraged to use the income to support continuation of the highway safety activity.

Proceeds from the sale of equipment will be handled in accordance with the requirements outlined in this chapter's Property Management Section and reported using the Property Management Form.

9. CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by 2 CFR 200.302.

For sub-recipients, grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees. 2 CFR 200.302.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

10. REIMBURSEMENT/PAYMENT

Automated Clearing House (ACH)

Effective January 1, 2012, sub-recipients are highly encouraged to receive their reimbursement payment electronically. Upon receipt of GOHS award letter, sub-recipient must complete and submit the Vendor Management Form (VMF). Reimbursement could be delayed if sub-recipient fails to submit the VMF.

Sub-recipient's Reimbursement Checks

Sub-recipients approved by GOHS to receive a reimbursement check must agree to cash the check within 60 days from the date listed on the face of the check. Sub-recipient understands that the holding of reimbursement checks may result in payment being cancelled by GOHS.

11. LAW ENFORCEMENT AGENCIES ONLY

In the case of grants involving traffic law enforcement activities, sub-recipient will ensure the completion of the Georgia Uniform Motor Vehicle Accident Report form for all crashes occurring within their jurisdiction. Sub-recipient will further ensure that said report is forwarded to the Georgia Department of Transportation

within 14 days of the end of the month in which the crash occurred.

Electronic Crash Reporting and Citation Systems

GOHS strongly encourages all law enforcement agencies to implement/participate in the electronic crash report and citation systems, which provide for reporting local crash and citation data electronically. Sub-recipient's participation here provides for better data analysis.

12. EQUIPMENT

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-recipient; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purpose 2 CFR 200.313.

GOHS retains the right to reclaim any equipment item purchased with federal highway safety funds provided through this grant. This right is established when any one of the following applies:

- a. The equipment item is not being used for the purposes for which it is purchased.
- b. The sub-recipient can no longer perform established objectives detailed in the grant;
- c. If the sub-recipient fails to comply with State and Federal laws or policies that govern the terms and conditions of this grant.

The equipment shall be delivered and/or made available to GOHS within thirty (30) days after GOHS's written request.

13. GENERAL COSTS OF GOVERNMENT (Supplanting)

The sub-recipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled. Costs for personnel and/or activity hours can only be reimbursed for the time spent directly on the project.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be General Cost of Government and is not allowable. Failure to comply with this requirement could result in the following actions:

- Refund to GOHS its portion of compensation (salary/fringe benefits/activity hours) previously received.
- Termination of the federally funded grant.

If a grant employed person is unable to fulfill his or her duties for more than 12 consecutive weeks (FMLA), the sub-recipient is expected to replace that employee. Contact your assigned GOHS Grant Manager for additional instructions.

NOTE: See also Grant Terms and Conditions #57 below

14. PROJECT IMPLEMENTATION

The sub-recipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report and claim submission.

15. GOHS CERTIFICATION PAGE

Sub-recipient must inform GOHS **immediately** when changes occur within the Agency's Authorized Official (AO), the Agency Administrator (AA), or the Agency Staff (AS). Sub-recipient agrees to submit a new GOHS Certification page signed by the AO, AA, and AS in blue ink. The new form must be submitted to the assigned GOHS Grant Manager no later than five (5) days after the change has been made in the grant management system.

16. MODIFICATIONS/BUDGET AND PROGRAM

If after the implementation date of a project, it becomes necessary to make budget revisions, programmatic changes or schedule modifications, the sub-recipient should detail the modification necessary and the justification for the change. Written modifications are necessary for all budget changes, time extensions beyond the approved ending date and for any major deviations from project goals and objectives. The request for the modification must be submitted within the GOHS grant management system by the sub-recipient and approved by GOHS prior to any purchases or changes within the project. The modification is not approved until the sub-recipient receives approval notice through the GOHS grant management system. Contact your assigned GOHS Grant Manager for specific instructions to request modifications.

17. MONITORING AND REPORTING PROGRAM PERFORMANCE

Sub-recipient shall constantly monitor the performance of grant activities to ensure that time schedules and other performance goals are being achieved. Actual progress toward established goals and objectives shall be compared monthly and reasons for not meeting objectives shall be reported. A Final Report must be completed and submitted in the GOHS grant management system after the project ends. All sub-recipients will be notified of the due date before the project ends.

Grant monitoring by GOHS personnel will begin soon after the effective date of the grant and periodically thereafter for the duration of the project. Monitoring visits may review, in detail, the progress of the project, record keeping and support documents, accountability of equipment, budget, time frames, and ensure monies obligated are spent in accordance with the grant agreement.

18. PROCUREMENT STANDARDS

Sub-recipients will follow the same policies and procedures it used for procurement covered by their non-grant funds. These procedures must be written and should reflect applicable state and local laws and regulations. The sub-recipient's procurement system will provide for maximum open and free competition concerning its procurement transactions.

Sub-recipient will maintain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts and bids. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Sub-recipient procedures will provide for review of proposed procurement to avoid purchase of unnecessary or duplicate items. Whenever possible, the sub-recipient should enter into state and local intergovernmental agreements for the procurement of common goods.

The sub-recipient will maintain records sufficient to detail the significant history of the purchase.

Equipment items with a unit cost of \$5,000.00 or more must have prior written approval from NHTSA through GOHS before being purchased.

19. REPORTS

The sub-recipient shall submit, at such times and in such forms as may be prescribed, such reports as the Governor's Office of Highway Safety (GOHS) may reasonably require, including monthly financial reports, progress reports, final financial reports and evaluations reports. A Final Report must be completed and submitted in the GOHS grant management system after the project ends. All sub-recipients will be notified of the due date before the project ends.

Monthly programmatic/activity reports and claims are due to GOHS by the 20th of the following month in which services are provided. (Example: October's Reports are due in the GOHS grant management system on or before November 20th.)

Should GOHS choose to include sub-recipients in an evaluation to measure the effectiveness of a grant program, the agency agrees to cooperate fully with the evaluation and provide information related to the grant.

The Georgia Electronic Records and Signatures Act (O.C.G.A. § 10-12-1 et. seq.) recognizes the legal validity of transactions carried out electronically and permits the recording and retention of information and

documents in electronic form. It goes further to define the term “electronic record” as information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form. Compliance with this act will allow the Governor’s Office of Highway Safety to receive and process monthly financial claims based on the electronic submission of the claim forms through the GOHS grant management system. The Authorized parties that submit the claims electronically are in effect signing to the validity of these expenditures in lieu of submitting a signed form. A signed form is still an acceptable method of submitting a claim but is no longer required as stated in this Code Section.

The integrity of the GOHS grant management system adopted and established by GOHS personnel has become intrinsic in the ability to manage grants as effectively and efficiently as possible. Effective October 1, 2007 GOHS authorized payments based on the electronic submission of claims and no longer require a hard copy with original signatures from the sub-recipient.

20. PROPERTY MANAGEMENT

Non-expendable tangible personal property acquired by the sub-recipient wholly or in part with federal funds, will have title vested in the sub-recipient subject to the following management requirements and restrictions on use and disposition of the property:

- A. **Insurance** - Sub-recipients are required to carry full coverage on any motor vehicle purchased with grant funds as long as GOHS retains an interest in the vehicle.
- B. The sub-recipient shall retain the property as long as it is used and there is a need for it to accomplish the purpose of the grant program, whether or not the program continues to be assisted by federal funds. **(NOTE: If GOHS terminates a grant for cause prior to the end of the project period, disposition instructions for equipment will be issued within 30 calendar days after the end of the federal support of the project for which it was acquired.)** Procedures for sub-recipient to manage the equipment until disposition takes place will, at a minimum, meet the following requirements:
 1. Property records must be maintained, including a description of the property, a serial number or other identification numbers, title holder, the acquisition date, cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property.
 2. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure safeguards against loss, damage, or theft of the property. Any loss, damage or theft shall be investigated and reported to GOHS within 30 days.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
- C. For lost, stolen, or destroyed equipment that had a purchase price of \$5,000 or more OR when original or replacement equipment acquired under a grant is no longer needed for the original project, or for other activities currently or previously supported by a federal agency, **disposition of the equipment** will be made as follows:
 1. Sub-recipient must submit to the GOHS Grant Manager a written request & GOHS Form 301 detailing their reason(s) to dispose of the equipment.
 2. Upon receipt of the written request, GOHS Grant Manager will investigate and review the request with GOHS Director/Deputy Director. Upon their approval, a letter will be sent to NHTSA requesting approval to dispose of the equipment.
 3. Once the disposition has been determined by NHTSA, the sub recipient (Authorized Official, Agency Administrator, and Agency Staff) will be notified of the decision which will include instructions on how to proceed.
 4. Finance Director tags disposal of equipment in GOHS inventory.
- D. For purposes of this policy, “equipment items \$5,000 or more” include any item that has the capability of storing data, such as desktop computers, laptops, and I-pads. The \$5,000 threshold also includes items that may physically cost less than \$5,000 but with taxes and shipping costs added will equal over \$5,000.

21. PUBLIC INFORMATION AND EDUCATION

Projects receiving GOHS funding will be reviewed to determine if a Public Information and Education (PI&E) task needs to be an integral part of the effort. Where applicable, the GOHS staff will assist in the development and coordination of any public information activities.

Public Information and Education activities shall be included in monthly activity reports and the final reports. Copies of PI&E materials should be included as an attachment to these reports.

To be eligible for reimbursement, expenditures of funds for public information activities must have prior approval of GOHS. All public information material should recognize the support of GOHS, National Highway Traffic Safety Administration and/or Federal Highway Administration as applicable.

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

Federal highway safety funds cannot be used to pay the costs of advertising space or time unless special written permission has been granted by GOHS. GOHS may also seek approval from The National Highway Traffic Safety Administration.

22. PRODUCED MATERIALS/ ITEMS

Materials/items produced as part of the grant shall indicate that the project is sponsored by the Governor's Office of Highway Safety. All public awareness/education materials/items developed as a part of a highway safety grant are to be submitted in draft to GOHS for written approval prior to the final production and/or distribution. Prior to submission of the request for payment of such material/item, the sub-recipient shall submit to GOHS all materials/items produced as part of the grant.

23. OBSERVANCE OF NATIONAL SAFETY CAMPAIGNS

All sub-recipients shall assist the Governor's Office of Highway Safety in promoting the observance of safety campaigns throughout the grant year. These include but are not limited to National Child Passenger Safety Week (September); Pedestrian Safety Month (October), Click It or Ticket (May and November), Drive Sober or Get Pulled Over (Operation Zero Tolerance) (July, September, and December), 100 Days of Summer H.E.A.T. (summer months), and Operation Southern Slow Down (summer months).

24. SELF-SUFFICIENCY ASSURANCE

State and local agencies must demonstrate the willingness and the ability to assume the costs of continuing activities after highway safety funding assistance has been terminated. The level of activity on continuation projects should extend to a point in the future substantially beyond the project expiration date. There should not be a significant reduction of the level or thrust of the effort.

25. SUBCONTRACTS

If a sub-recipient needs to obtain a contract to perform certain phases of the work outlined in the approved grant, a subcontract may be initiated. GOHS must give written approval of the subcontract prior to its execution. The subcontract must cover the work to be accomplished by the subcontractor as approved within the applicable grant application. All costs associated with contractual services must meet the same requirements for reimbursement as those for the sub-recipient.

26. TRAVEL

Travel costs must be directly related to work under the highway safety grant or incurred in the normal course of administering the grant. Reimbursement should be consistent with those costs normally allowed by the sub-recipient agency in its regular operations.

Should a sub-recipient not have a specific written travel reimbursement policy, the State of Georgia Travel Regulations should be used. Travel costs are only reimbursed for those funded by the grant unless prior written approval is obtained from GOHS.

Out-of-state travel must be approved by GOHS prior to making travel arrangements. Travel arrangements

include conference registrations, flights, hotel, etc. The sub-recipient must have funds available in their grant to cover the expenses. If a budget revision is necessary to cover expenses, the revision must be approved prior to commencement of travel. All requests for out-of-state travel must be submitted in the GOHS grant management system on the Travel Authorization Form. Please provide GOHS at least one month to grant approval. Unforeseen travel expenses may be reimbursed with the GOHS Director's (or designee) approval.

On some occasions, GOHS may hold workshops, conferences, etc. and directly pay the associated travel costs of attendees. Sub-recipients must maintain these costs separate from their regular grant record to prevent confusion during an audit or review.

27. PERFORMANCE

This grant may be terminated, or fund payments discontinued by GOHS where it finds a substantial failure to comply with the provisions governing these funds or regulations promulgated, including those grant conditions or other obligations established by GOHS. In the event the sub-recipient fails to perform the services described herein, and has previously received financial assistance from GOHS, the sub-recipient shall reimburse GOHS the full amount of the payments made.

However, if the services described herein are partially performed, and the sub-recipient has previously received financial assistance, the sub-recipient shall proportionally reimburse GOHS for payments made. This grant agreement may also be terminated due to non-availability of funds.

28. GRANT CLOSEOUT PROCEDURES

Upon completion of the grant, settlements of adjustment and payments shall be made after final claims for reimbursement and final program reports are received. Grants may be suspended, payments may be withheld, or sub-recipients may be prohibited from incurring additional expenses, if a sub-recipient has failed to comply with the stipulations, standards or conditions of the grant awarded.

GOHS may terminate any grant, in part or in whole at any time before the completion of the grant, whenever it is determined that the sub-recipient has failed to comply with the conditions of the grant. Also, a grant may be terminated when both parties agree that continuation of the grant would not produce beneficial results. Provisions for project termination are further detailed in the grant agreement and should be reviewed prior to approval.

All grant funded purchases must be requested, purchased, invoiced, and delivered prior to September 30.

29. APPLICABLE FEDERAL REGULATIONS:

Sub-recipients must comply with all applicable federal and state laws and requirements including:

- 2 CFR part 225 - Cost Principles for State, Local and Indian Tribal Government
- 2 CFR Part 220 - Cost Principals for Educational Institutions
- 2 CFR 200.500 - Audit of State and Local Governments, Non-Profit Organizations
- 2 CFR part 230 - Cost Principles for Non-profit Organizations

30. APPLICABLE STATE REGULATIONS:

- O.C.G.A. § 10-12-1 (Electronic Signatures)

Note: State of Georgia: <https://law.justia.com/codes/georgia/2010/title-10/chapter-12/>

31. AUDIT REQUIREMENTS

Sub-recipient agrees to comply with the following audit requirements:

Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions 2 CFR part 200, subpart F.

An entity includes not only the sub-recipient, but also the entire jurisdiction. As an example, if your agency were a city police department the entity would encompass the entire city. If your agency were a county agency, the entity would encompass the entire county. Therefore, to determine if your agency falls within the requirements to submit an audit, the federal funds for the entire city, county, etc. must be considered, not just

the funds expended in your grant.

The audit requirements are established to determine whether (a) financial operations are conducted properly, (b) the financial statements are presented fairly, (c) the organization has complied with laws and regulations affecting the expenditure of federal funds, (d) internal procedures have been established to meet the objectives of federally assisted programs, and (e) financial reports to the Federal Government contain accurate and reliable information. In an organization wide audit, GOHS funds must be clearly identified using the applicable Catalog of Federal Domestic Assistance (CFDA) number or the Assistance Listing Number.

Audits shall be carried out in accordance with generally accepted auditing standards as adopted by the American Institute of Certified Public Accountants Guidelines for the Audit of State and Local Governments, as well as the booklet "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," by the Comptroller General of the United States and 2 CFR part 200, subpart F.

The audit report must include as a minimum the following:

- Financial statements including a supplemental schedule covering federal funds expended during the audit period.
- A study and evaluation of the recipient's internal control system.
- A study and evaluation of the contracting agency's compliance with the laws and regulations for federally funded programs.
- A schedule of all questioned costs and incidents of noncompliance related to the federally funded project.

The sub-recipient's response to all findings and questioned costs, including corrective action taken or planned and the disposition of questioned costs, must accompany the audit report. This information must be sent to GOHS within 30 days of receipt of the audit report.

Failure to furnish an acceptable audit, as determined by the state and/or federal cognizant audit agency, may be a basis for denial and/or refund of federal funds. Federal funds determined to have been misspent are subject to refund or other resolution.

32. ACCESS TO RECORDS

The Governor's Office of Highway Safety, the Comptroller General of the United States, or any of their authorized representatives, shall have the right to access any pertinent books, documents, papers, equipment purchased with federal funds, and records of the sub-recipient or subcontractor for the purpose of making audits, examinations, excerpts and transcripts.

33. COMPLIANCE WITH STATEWIDE REPORTING REQUIREMENTS

The sub-recipient, as a condition of the grant, must comply with all state criminal justice reporting requirements mandated by law, or agency regulation. This includes but is not limited to the following Sections of the Official Code of Georgia Annotated.

- 24-3-17 Admissibility of certified copies of records of Department of Public Safety or Department of Driver Services or comparable agencies in other states; admissibility of computer transmitted records
- 40-6-278 The commissioner of transportation shall prescribe, by rule, uniform motor vehicle accident reports and reporting procedures that shall be used by all police officers, whether state, county, or municipal.
- 40-13-1 The commissioner of driver services shall develop a uniform traffic citation and complaint form for use by all law enforcement officers who are empowered to enforce the traffic laws and ordinances in effect in this state.
- 36-70-20 Service Delivery Strategy Act

34. COURT PAY

The Governor's Office of Highway Safety cannot reimburse expenditures for court pay. Section 24-10-27 of the Official Code of Georgia Annotated, entitled witness fee for police officers, etc., indicates that expenditures for court pay to law enforcement officers shall be paid by the governing body authorized to disperse public funds for the operation of the court. Therefore, no federal funds can be utilized to supplant these local funds.

35. NONDISCRIMINATION

The State highway safety agency and subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin)
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964)
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government; and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate,
- including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

36. BUY AMERICA ACT

The State and each subrecipient will comply with provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

37. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

- a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus area firms are used when possible.
- b) Affirmative steps must include
 1. Placing qualified small and minority businesses and women's business enterprise on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listing in paragraphs (b)(1) through (5) of this section.

38. DOMESTIC PREFERENCES FOR PROCUREMENTS

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all

subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

39. POLITICAL ACTIVITY (HATCH ACT)

The state and sub-recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

40. CERTIFICATION ON CONFLICTS OF INTEREST – NHTSA Disclosure

Applies to subrecipients as well as States

General Requirements

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in such subaward. Such a financial or personal interest would arise when the employee, officer, or agency, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based upon this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a) The code or standards shall provide that the recipient’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b) The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipients shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No state or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy.

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possibly, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue to award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees, or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

41. CONFLICT OF INTEREST

Personnel and other officials connected with this grant shall adhere to the requirements given below:

1. No official or employee of a state or unit of local government or of non-government grantees/sub-recipient shall participate personally through sole approval or disapproval of a grant application or a grant's budgetary matters, when doing so would create a conflict of interest, potential conflict of interest, or appearance of impropriety.
2. Appearance: An appearance of a conflict exists when a reasonable person would conclude from the circumstances that an employee's ability to protect the public interest, or perform public duties, is compromised by personal interests. An appearance of conflict could exist even in the absence of a true conflict. In the use of these grant funds, officials, or employees of state or local units of government and non-governmental grantees/sub-recipient shall avoid any action which might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; or
 - Affecting adversely the confidence of the public in the integrity of the government or the program.
3. The sub-recipient certifies that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibits and regulates certain transactions between certain state officials, employees, and the state of Georgia, have not been violated and will not be violated in any respect.

42. COPY RIGHT

Except as otherwise provided in the terms and conditions of this grant, the sub-recipient or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or GOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or GOHS purposes:

- the copyright in any work developed under this grant or through a contract under this grant; and,
- any rights of copyright to which a grantee or sub-recipient purchases ownership with grant support.

The federal government's rights and/or GOHS's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

43. RECORD RETENTION

All financial, statistical, and other pertinent records shall be retained for at least three (3) years after submission of the final expenditure report. In the event any litigation, claims or audit has been initiated involving sub-recipient's records before the end of the three period, the records will be retained for three (3) years after the litigation, claim or audit is resolved. Non-expendable property records shall be retained for three (3) years after the disposition of the property.

44. SAFETY BELT UTILIZATION AND COMPLIANCE WITH GEORGIA'S SAFETY BELT AND CHILD RESTRAINT LAWS

Sub-recipients must have a written agency seat belt policy. Emphasis will be placed on encouraging each employee to use safety belts and comply with Georgia safety belt and child restraint laws.

45. CONFIDENTIAL INFORMATION

Any reports information, data given to or prepared or assembled by the sub-recipient under this grant which GOHS requests to be kept confidential shall not be made available to any individual or organization by the sub-recipient without prior written approval GOHS.

46. DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The state and sub-recipient will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The sub-recipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 1. Abide by the terms of the statement.
 2. Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten (10) days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agencies.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all paragraphs above.

This certification is required by the federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when GOHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension, or termination of the grant; or government-wide suspension or debarment.

47. SPECIALIZED EQUIPMENT/OCCUPANT PROTECTION DEVICE PURCHASES

Costs for the following items are subject to compliance with any applicable standards and specifications

established by NHTSA, the Research and Special Programs Administration, The American College of Surgeons or by other nationally recognized standard-setting agencies (or by state standards and specifications, as long as they are at least as stringent as applicable national standards and specifications.): 1) police traffic radar and speed measuring devices and costs for re-certification of such devices used by the police and 2) Alcohol/drug testing devices and costs for re-certification of such devices.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 49 CFR 571.213. Bicycle helmets purchased with Highway Safety grant funds must meet 16 CFR Part 1203 (Consumer Product Safety Commission) standards or those of the Snell Memorial Foundation.

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The state will comply with FFATA guidance by reporting to FSRS.gov for each sub-grant award:

- a) Name of the entity receiving the award;
- b) Amount of the award;
- c) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- d) Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- e) Sub-recipient's Unique entity identifier (formerly DUNS);
- f) The names and total compensation of the five most highly compensated officers of the entity if—of the entity receiving the award of the parent entity of the recipient, should the entity be owned by another entity;
 - i) The entity in the preceding fiscal year received –
 1. Eighty percent (80%) or more of its annual gross revenues in Federal awards; and
 2. \$25,000,000.00 or more in annual gross revenues from Federal awards; and
 - ii) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- g) Other relevant information specified by the Office of Management and Budget guidance.

49. COMPLIANCE AGREEMENT

The sub-recipient agrees to abide by all Terms and Conditions including “Special Conditions” placed upon the grant award by GOHS. Failure to comply could result in a “Stop Payment” being placed on the grant and/or repayment by the sub-recipient of costs deemed unallowable.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Governor's Office of Highway Safety determines to award the covered transaction, grant or cooperative agreement.

50. RACIAL PROFILING

If any agency or organization is found to have engaged in “racial profiling,” GOHS reserves the right to terminate the grant immediately. The term “racial profiling” means the practice of a law enforcement officer relying, to any degree, on race, ethnicity, or national origin in selecting individuals to subject to routine investigatory activities, or in deciding upon the scope and substance of law enforcement activity following the initial routine investigatory activity, except that racial profiling does not include reliance on such criteria in combination with other identifying factors when the law enforcement officer is seeking to apprehend a

specific suspect whose race, ethnicity, or national origin is part of the description of the suspect (U.S. H.R. 2074).

51. LOBBYING

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

52. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

53. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to

- other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment. Suspension. Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions:

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

54. POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging while Driving, sub-recipients are encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving:
 - Company-owned or Government-owned, leased or rented vehicles; or
 - Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

55. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and sub-recipients will not use 23 USC Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

56. LAW ENFORCEMENT VEHICULAR PURSUITS

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect. (23 U.S.C 402(j))

57. ACTIVITY HOURS- LAW ENFORCEMENT/PROSECUTOR

Federal grant funds may not be used for activities considered “general costs of government” (2 CFR § 200.444) according to long-standing Federal law, codified in the government-wide rule for Federal grants (the Supercircular), unless specifically allowed under the Federal statute or regulation. The rationale is that Federal funds should not support costs incurred by a State or locality in the ordinary course of conducting its own affairs. General costs of government include salaries and other expenses associated with government operation. The Supercircular specifically identifies “police” (i.e., law enforcement) and “prosecutors,” who carry out government services normally provided to the general public. (2 CFR § 200.444 (a) (4-5))

- Training for a non-grant-related purpose, such as to satisfy employer or professional requirements, and compensations costs for the time spent in that training are **NOT** allowable costs. (EX: General POST training to maintain certification is not an allowable expense)
- Cell phones, cell phone service, body cameras, etc. are not allowable since they are generally assigned to a single person and considered “General Costs of Government.”

58. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCES SERVICES OR EQUIPMENT

States and subrecipients are prohibited from obligating or expending loan or grant funds to:

4. Procure or obtain;
5. Extend or renew a contract to procure or obtain; or
6. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

59. SEXUAL HARASSMENT PREVENTION

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

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

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

1. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

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

**Traffic Enforcement Networks 2025
Organization: Holly Springs Police Department
TEN-2025-Holly Springs Police Department-00013
Certification and Signatures**

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed".**

Project Director*

Name: Michael Adams
Agency: Holly Springs Police Department

Phone Number: (770) 345-5537
Fax Number:

Signature: *Michael f. Adams*

Title: Sergeant
Address: 3235 Holly Springs Parkway, Holly Springs, GA 30142
Email Address: deptadams@gmail.com

Date: *24 Jan 2024*

Fiscal Staff*

Name: Robert Logan
Agency: Holly Springs Police Department

Phone Number: (770) 345-5536
Fax Number: (770) 345-0209

Signature:

Title: City Manager
Address: 3237 Holly Springs Parkway, Holly Springs, GA 30142
Email Address: rlogan@hollyspringsga.us

Date:

Authorized Official*

Name: Steven Miller
Agency: Holly Springs Police Department

Phone Number: (770) 345-5536
Fax Number: (770) 345-0209

Signature:

Title: Mayor
Address: 3237 Holly Springs Parkway, Holly Springs, GA 30142
Email Address: smiller@hollyspringsga.us

Date:

*** NOTE: PROJECT DIRECTOR, FISCAL STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**

1/23/2024 11:32 AM EST

**Traffic Enforcement Networks 2025
Organization: Holly Springs Police Department
TEN-2025-Holly Springs Police Department-00013
Certification and Signatures**

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Email Address: deptadams@gmail.com

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Signature: *Michael F. Adams*

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Project Director*

Name: Michael Adams
Agency: Holly Springs Police Department

Phone Number: (770) 345-5537
Fax Number:

Signature: *Michel J. Adams*

Title: Sergeant
Address: 3235 Holly Springs Parkway, Holly Springs, GA 30142
Email Address: deptadams@gmail.com

Date: *24 Jan 2024*

Fiscal Staff*

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Signature:

Title: City Manager
Address: 3237 Holly Springs Parkway, Holly Springs, GA 30142
Email Address: rlogan@hollyspringsga.us

Date:

Authorized Official*

Name: Steven Miller
Agency: Holly Springs Police Department

Phone Number: (770) 345-5536
Fax Number: (770) 345-0209

Signature:

Title: Mayor
Address: 3237 Holly Springs Parkway, Holly Springs, GA 30142
Email Address: smiller@hollyspringsga.us

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