

**AGREEMENT**  
**FOR**  
**THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT AIRPORT ASSISTANCE**

**BETWEEN**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**One Georgia Center  
600 W. Peachtree St., NW  
Atlanta, GA**

**AND**

**CITY OF DALTON**

**PROJECT NUMBER: AP020-90CA-40(313) Whitfield County  
PID-T007440**

THIS **AGREEMENT** entered into \_\_\_\_\_, (its "Effective Date"), by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the "**DEPARTMENT**," and the **CITY OF DALTON**, a Georgia municipal corporation, hereinafter called the "**SPONSOR**," which has been duly authorized to execute this **AGREEMENT** (collectively "**PARTIES**").

WHEREAS, The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (Pub. L. 116–136) was enacted by the federal government on March 27, 2020, authorizing more than \$2 trillion in financial relief to mitigate the adverse economic effects resulting from the worldwide public health emergency caused by Coronavirus Disease 19 ("COVID-19");

WHEREAS, the financial relief provided in the CARES Act includes approximately \$10 billion in funding allocated to the Federal Aviation Administration ("FAA") for supporting airports in the United States experiencing severe economic disruption caused by the COVID-19 public health emergency;

WHEREAS, the DEPARTMENT has been issued \$3,448,000 in funding by the FAA to be allocated to eligible general aviation airport sponsors in Georgia based on formulas set forth in the CARES Act;

WHEREAS, SPONSOR has applied through the DEPARTMENT to receive its CARES Act formula allocation of funding ("ALLOCATION") through the submission of a CARES Act APPLICATION ("APPLICATION");

WHEREAS, through the submission of this APPLICATION, SPONSOR has accepted the terms of the FAA's ALLOCATION offer to utilize its funding in a manner that fully complies with the CARES Act, other federal laws and regulations, and applicable FAA program requirements;

WHEREAS, the DEPARTMENT has relied upon SPONSOR'S representations in the APPLICATION to make the ALLOCATION available to the SPONSOR through a written AGREEMENT between the PARTIES;

WHEREAS, pursuant to O.C.G.A. §§ 32-2-2 and 32-9-7, the DEPARTMENT is authorized to participate in such an undertaking; and,

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

**ARTICLE I  
ALLOCATION AND UTILIZATION**

- 1. Purpose of Allocation.** This ALLOCATION is made to SPONSOR for the purpose of maintaining safe and efficient airport operations and as an offset of a decline in revenues arising from diminished airport operations and activities as a result of COVID-19. This AGREEMENT covers the obligations of the DEPARTMENT and the SPONSOR in connection with the CARES Act funds to the DEPARTMENT for operating assistance for federally obligated airports, the terms and conditions of said funding as agreed to in the CARES Act Assurances and made a part of this AGREEMENT as fully set out herein. The SPONSOR shall use the ALLOCATION provided by the DEPARTMENT exclusively for the operation of SPONSOR'S publicly-owned public-use airport service. The ALLOCATION made pursuant to this AGREEMENT is in addition to any FAA funds that previously have been provided to the SPONSOR by the DEPARTMENT for Fiscal Year 2020.
- 2. Allocation.** SPONSOR shall receive an ALLOCATION per the CARES Act in an amount up to SIXTY-NINE THOUSAND and 00/100 Dollars (\$69,000.00) to be used utilized in the manner set forth in the EXHIBIT A, SPONSOR'S Airport Operating Expenses - Budget, which is made a part of this AGREEMENT as if fully set out herein. This ALLOCATION is being provided at a 100% federal share for which no local match is required. No repayment of any or all of the ALLOCATION shall be required by the SPONSOR if the ALLOCATION is used in conformity with the CARES Act, other federal laws and regulations, applicable FAA program requirements, and the terms of this AGREEMENT.
- 3. Utilization.** All funds provided pursuant to this AGREEMENT shall be used exclusively by SPONSOR for maintaining safe and efficient airport operations. Such utilization shall include reimbursement of SPONSOR'S eligible operational and maintenance expenses incurred on or after January 20, 2020. In addition, ALLOCATION funding may be utilized for debt service payments incurred by the SPONSOR on or after April 14, 2020. The SPONSOR shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
- 4. Parameters Governing Use.** By entering into this AGREEMENT, SPONSOR expressly agrees to the following:

- a. The maximum amount the DEPARTMENT shall be obligated to pay for eligible operational maintenance expenses and debt service payments for the period beginning **January 20, 2020 and ending June 30, 2021**, is the total amount of ALLOCATION, which is SIXTY-NINE THOUSAND and 00/100 Dollars (\$69,000.00). If the total eligible estimated operational maintenance expenses and debt service payments for this period is less than this amount, then the DEPARTMENT shall only be required to pay one hundred percent (100%) of the total incurred eligible costs.
  - b. Any line item in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement; provided, however, that the DEPARTMENT'S total maximum obligation under this AGREEMENT is not changed.
  - c. SPONSOR will comply with all applicable federal, state and local law and regulations in the execution of this AGREEMENT, as well as the terms and conditions required by FAA under the CARES Act and as those regulations and requirements included in the Federal Office of Management and Budget Uniform GRANT Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act. Upon request, the SPONSOR shall provide one copy of the completed audit to the DEPARTMENT.
  - d. Funding provided for under this AGREEMENT shall be governed by the same principles applicable to "airport revenue" as set forth in the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330).
  - e. In the event that other sources of COVID-19 relief funds become available to the SPONSOR, nothing in this AGREEMENT shall be construed to prohibit SPONSOR from availing itself to any such funds; provided, however, SPONSOR shall not seek funding reimbursement through the DEPARTMENT for expenses that have been or will be reimbursed to SPONSOR under any other source, including, but not limited to other federal, state or local programs and insurance.
- 5. Obligation by the DEPARTMENT.** No entity of the State of Georgia other than the DEPARTMENT has any obligation to the SPONSOR related to this AGREEMENT. This AGREEMENT does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FAA under the CARES Act. The DEPARTMENT shall have the right at its sole discretion to terminate this AGREEMENT immediately upon notice to the SPONSOR and without further obligation.

## **ARTICLE II**

### **PAYMENTS**

- 1. Reimbursements.** The SPONSOR shall submit to the DEPARTMENT monthly invoices for reimbursement for payments subject to this AGREEMENT, providing in reasonable detail, the actual eligible operational and maintenance expenses and debt service payments incurred by the SPONSOR for the invoice period. After

review and approval as appropriate of such invoices, the DEPARTMENT will make payment to the SPONSOR pursuant to this ARTICLE but not more than once a month. Payments will be made by the DEPARTMENT for eligible expenses incurred by the SPONSOR, less any previous partial payments. SPONSOR understands and agrees that under no circumstances will the DEPARTMENT be responsible or obligated to pay SPONSOR more than the ALLOCATION amount provided for by the CARES Act and as set forth in this AGREEMENT.

- 2. Final Payment and Project Closeout.** If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after **June 30, 2021** expiration date of this AGREEMENT, the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings for the GRANT. If any costs covered under the terms of this AGREEMENT are disallowed by the DEPARTMENT, the SPONSOR, and not the DEPARTMENT shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of funds owed the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation as set out in Article I of this AGREEMENT. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this AGREEMENT and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said AGREEMENT.
- 3. Auditing.** As may be requested by the DEPARTMENT, SPONSOR shall submit for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request, the SPONSOR also shall provide one copy of the completed audit directly to the DEPARTMENT.
- 4. Improper Use of Federal Funds.** The SPONSOR must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this AGREEMENT, the CARES Act, or any other provision of applicable law. For the purposes of this AGREEMENT, the term "Federal funds" means funds however used or dispersed by the SPONSOR, that were originally paid pursuant to this or any other Federal agreement(s). The SPONSOR must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA Secretary. The SPONSOR must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the SPONSOR, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

### **ARTICLE III**

#### **EMPLOYMENT OF DEPARTMENT'S PERSONNEL**

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work resulting in expenditures that are reimbursable under this AGREEMENT, without the prior written permission of the DEPARTMENT except as may otherwise be provided for herein.

### **ARTICLE IV**

#### **CODE OF ETHICS**

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

### **ARTICLE V**

#### **RECORDKEEPING AND REVIEW OF RECORDS**

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to the eligible expenses reimbursed in operating the SPONSOR'S publicly-owned public-use airport. The SPONSOR agrees to make such material available at all reasonable times during this period of AGREEMENT and for three years from the date of the final payment, for the inspection by the DEPARTMENT and any reviewing agencies, and copies of any such materials shall be provided upon request.

### **ARTICLE VI**

#### **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

To the extent allowed by law, SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR under this AGREEMENT.

To the extent allowed by law, the SPONSOR hereby indemnifies and agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and reimbursed under this AGREEMENT or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR.

**ARTICLE VII**  
**CONTRACT DISPUTES**

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

**ARTICLE VIII**  
**TERMINATION FOR CAUSE AND FOR CONVENIENCE**

The DEPARTMENT reserves the right to terminate this AGREEMENT at any time for just cause or for any cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

**ARTICLE IX**  
**COMPLIANCE WITH APPLICABLE LAWS**

- A. IT IS FURTHER AGREED that SPONSOR'S compliance with the terms of this AGREEMENT shall include full adherence with the "CARES Act Assurances" set forth in EXHIBIT B of this AGREEMENT.
- B. The undersigned certify that the provisions of O.C.G.A. §§ 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
- C. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in EXHIBIT C of this AGREEMENT.
- D. IT IS FURTHER CERTIFIED that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT D of this Agreement.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require any subcontractors and third-party operators to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT E, CERTIFICATION OF SPONSOR, attached hereto and made a part of this AGREEMENT.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, attached hereto as EXHIBIT G.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto as EXHIBIT H.
- H. IT IS FURTHER AGREED that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT I, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.

- I. IT IS FURTHER AGREED that SPONSOR shall comply with the Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy, as stated in EXHIBIT J of this Agreement.
- J. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, <https://www.federalregister.gov/documents/2009/10/06/E9-24203/federal-leadership-on-reducing-text-messaging-while-driving>, incorporated by reference and made a part of this Agreement.
- K. The SPONSOR shall comply with the provisions of O.C.G.A. § 16-10-6 relating to the sale of real or personal property to an employing local authority or employing political subdivision (or agencies thereof) by an officer or employee.
- L. Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- M. EXHIBITS A through J are attached hereto and incorporated herein by reference.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto. In the event that there is a conflict between the language of this AGREEMENT and the CARES Act, the language of the CARES Act shall be controlling.

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

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

GEORGIA DEPARTMENT OF  
TRANSPORTATION BY:

CITY OF DALTON:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
PRINTED NAME

THIS CONTRACT APPROVED BY:

CITY OF DALTON

AT A MEETING HELD AT:

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
CLERK (SEAL)

\_\_\_\_\_  
FEDERAL ID/IRS#



**DALTON MUNICIPAL AIRPORT  
DALTON, GA**

**EXHIBIT A**

**AIRPORT OPERATING EXPENSES - BUDGET**

**T007440 AP020-90CA-40(313) Whitfield**

ITEM	EXPENSE	UNIT COST	ESTIMATED TOTAL COST/EXPENSE	FEDERAL PARTICIPATION %	FEDERAL FUNDS
<b>Federal Funds FY20 – SBGP-034-2020</b>					
1	UTILITIES	\$1.00	\$0.00	100%	\$0.00
2	INSURANCE	\$1.00	\$0.00	100%	\$0.00
3	GROUNDS REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
4	VEHICLE/EQUIPMENT REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
5	BUILDING REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
6	COMPUTER/SOFTWARE MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
7	SUPPLIES/INVENTORY/MATERIALS	\$1.00	\$0.00	100%	\$0.00
8	VEHICLE/EQUIPMENT RENTAL	\$1.00	\$0.00	100%	\$0.00
9	AUTO FUEL	\$1.00	\$0.00	100%	\$0.00
10	EMPLOYEE SALARY - FT/PT/OT	\$1.00	\$69,000.00	100%	\$69,000.00
11	EMPLOYEE BENEFITS	\$1.00	\$0.00	100%	\$0.00
12	TRAINING/EDUCATION	\$1.00	\$0.00	100%	\$0.00
13	COMMUNICATIONS	\$1.00	\$0.00	100%	\$0.00
14	TRAVEL	\$1.00	\$0.00	100%	\$0.00
15	ACCOUNTING	\$1.00	\$0.00	100%	\$0.00
16	LEGAL SERVICES	\$1.00	\$0.00	100%	\$0.00
17	AVIATION FUEL	\$1.00	\$0.00	100%	\$0.00
18	DUES/FEES/SUBSCRIPTIONS	\$1.00	\$0.00	100%	\$0.00
19	LICENSES/CERTIFICATIONS	\$1.00	\$0.00	100%	\$0.00
20	OTHER ELIGIBLE EXPENSES	\$1.00	\$0.00	100%	\$0.00
<b>TOTAL PROJECT</b>					<b>\$69,000.00</b>

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-034-2020	5/22/2020	<u>\$69,000.00</u>	22150
<b>Total Maximum Obligation of Federal Funds this Contract:</b>		<b>\$69,000.00</b>	

**EXHIBIT B**  
**CARES ACT ASSURANCES**  
**AIRPORT SPONSORS**

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**A. General.**

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this GRANT offer by the sponsor, these assurances are incorporated into and become part of this GRANT Agreement.

**B. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this GRANT that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this GRANT including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. 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).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## **EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

## **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or GRANTS from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program  
.49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in GRANT agreements by any of the above laws, regulations, or circulars are incorporated by reference in this GRANT Agreement.

### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this GRANT, and to finance and carry out the proposed GRANT; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this GRANT and to finance and carry out the proposed GRANT and comply with all terms, conditions, and assurances of this GRANT Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this GRANT Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this GRANT Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this GRANT Agreement.

### **5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all GRANT accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this GRANT, the total cost of the GRANT in connection with which this GRANT is given or used, and the amount or nature of that portion of the cost of the GRANT supplied by other sources, and such

other financial records pertinent to the GRANT. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this GRANT. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a GRANT or relating to the GRANT in connection with which this GRANT was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **6. Exclusive Rights.**

The sponsor shall not GRANT an exclusive right to use an air navigation facility on which this GRANT has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

#### **7. Airport Revenues.**

This GRANT shall be available for any purpose for which airport revenues may lawfully be used. CARES Act GRANT funds provided under this GRANT Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

#### **8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this GRANT.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a GRANT (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a GRANT or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the

entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a GRANT or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this GRANT and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, GRANT, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, GRANT, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-GRANTEes, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this GRANT to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

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## EXHIBIT C

### NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or



(b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT D

CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE

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

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT E**

**CERTIFICATION OF SPONSOR**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ . I hereby certify to the best of my knowledge and belief that:

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

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

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

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

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

except as here expressly stated (if any):

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**EXHIBIT F**

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner, Georgia Department of Transportation

**EXHIBIT G**

**PRIMARY CONTRACTOR  
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_(SEAL)  
Clerk

**INSTRUCTIONS FOR  
EXHIBIT G CERTIFICATION**

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

1. By signing and submitting this contract the Consultant is providing the certification set out in Exhibit G.

2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

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**EXHIBIT H**  
**CERTIFICATION OF**  
**COMPLIANCE WITH STATE AUDIT REQUIREMENT**

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

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

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date \_\_\_\_\_

Signature \_\_\_\_\_





EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	CITY OF DALTON
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T007440/AP020-90CA-40(313) Whitfield County CARES Act

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46948  
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

7/10/2007  
Date of Authorization

CITY OF DALTON  
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: \_\_\_\_\_

Notary Public [NOTARY SEAL]

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

## EXHIBIT J

### CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

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

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

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

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

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

Signature: \_\_\_\_\_

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

Position: \_\_\_\_\_

Company: CITY OF DALTON \_\_\_\_\_