

**AGREEMENT
By and Between**

THE GEORGIA DEPARTMENT OF TRANSPORTATION

And

EFFINGHAM COUNTY SHERIFF'S OFFICE

for

TIME TASK FORCE GRANT

THIS AGREEMENT ("Agreement") is awarded and entered into on 2/7/2023 ("Effective Date"), by and between the Georgia Department of Transportation, a department within the executive branch of government of the State of Georgia (hereinafter referred to as "DEPARTMENT"), and the **Effingham County Sherriff's Office** (hereinafter referred to as "GRANTEE" or "LOCAL GOVERNMENT"), hereinafter sometimes collectively referred to as the "Parties".

WHEREAS, GRANTEE applied for and was awarded the TIME Task Force Grant on June 1st, 2021; and

WHEREAS, TIME Task Force is a program made up of public and private incident responders whose mission is to develop and sustain a state-wide incident management program to facilitate the safest and fastest roadway clearance, lessening the impact on emergency responders and the traveling public; and

WHEREAS, the purpose of the TIME Task Force Grant program is to award funding to eligible local governmental agencies responsible for responding to and mitigating traffic incidents within the State of Georgia for the acquisition of needed equipment to enhance traffic incident management; and

WHEREAS, the TIME Task Force has designated the DEPARTMENT as the administrator of the TIME Task Force Grant funds; and

WHEREAS, the DEPARTMENT and GRANTEE agree that the awarded grant funds will be used to purchase eligible equipment for use in connection with its traffic mitigation activities.

NOW THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed by and between the DEPARTMENT and GRANTEE that:

- A. GRANTEE shall use the Grant Award to purchase the equipment listed in Exhibit A, *Description of Approved Equipment*, for the sole purpose of maintaining its traffic incident management activities on the State of Georgia's roadways. The awarded grant funds shall not be expended to procure equipment item(s) other than those listed in Exhibit A without the DEPARTMENT's prior written approval.
- B. GRANTEE understands and agrees that the equipment procured with the grant funds awarded in the amount set forth in Section E of this Agreement ("Grant Award") shall be used only in the ordinary conduct of its business by qualified employees, servants and agents of GRANTEE and in accordance with all applicable operating instructions and applicable requirements for said

equipment.

- C. The DEPARTMENT reserves the right to demand the return of the Grant Award if it determines that such action is necessary: (1) because GRANTEE has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of the TIME Task Force Grant; or, (3) to comply with any law or regulation applicable to GRANTEE, the DEPARTMENT, TIME Task Force, or this grant.

D. **Grant Period, Grant Period Extension, and Termination.**

1. This Agreement shall commence on the Effective Date and shall expire six (6) months thereafter (“Grant Period”), unless earlier terminated or extended. GRANTEE must complete its acquisition of eligible equipment described in Exhibit A pursuant to Section F of this Agreement. Grant Award funds not expended in accordance with Section F of this Agreement shall be forfeited by GRANTEE and returned to the DEPARTMENT.
2. Termination. The DEPARTMENT reserves the right to terminate this Agreement for cause or for convenience upon thirty (30) calendar days advance written notice to the GRANTEE. Upon termination, GRANTEE shall be required to return the Grant Award to the DEPARTMENT within the timeframe so determined by the DEPARTMENT in the written notice of termination.

E. **Grant Award Amount and Disbursement.**

1. Grant Award Amount. It is agreed that the DEPARTMENT’s obligation for the purchase of eligible equipment item(s) described in Exhibit A of this Agreement by GRANTEE shall not exceed NINETEEN THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$19,774.75).
2. Disbursement. The DEPARTMENT shall disburse the Grant Award to GRANTEE within thirty (30) business days from the Effective Date of this Agreement.

F. **Purchasing Requirements.**

1. GRANTEE shall make the eligible equipment purchase(s) and submit the requisite documentation for the transaction(s) to the DEPARTMENT within ninety (90) calendar days of the Effective Date of this Agreement. Failure to do so shall be grounds for the DEPARTMENT to terminate this Agreement and issue a demand for the immediate return of the full amount of the disbursed Grant Award. GRANTEE understands and agrees that it shall comply with such demand and return the disbursed Grant Award within the time period specified by the DEPARTMENT.
2. In the event there is a fluctuation in the unit price for one or more of the eligible equipment item(s) that impacts the quantity/ies set forth in Exhibit A (whether a reduction in quantity or opportunity for GRANTEE to increase quantity), GRANTEE shall immediately notify the DEPARTMENT in writing. The notification shall be in the form of the chart found in Exhibit A and must include the unit price change and adjusted quantity for each affected eligible equipment item. GRANTEE must receive prior written approval of the requested adjustment from the DEPARTMENT prior to purchase(s).
3. GRANTEE may request additional time to procure the equipment listed in Exhibit A by

written request to the DEPARTMENT for approval. The written request must be received by the DEPARTMENT no later than 30 calendar days prior to the time allotted in Section F.1. of this Agreement for the eligible equipment purchase. Under no circumstances shall the DEPARTMENT-approved extension exceed the Grant Period.

4. GRANTEE understands and agrees that it shall not use the Grant Award to finance an eligible equipment purchase that is greater than the Grant Award amount.
5. The Grant Award shall not be used to pay for eligible equipment that was acquired prior to the Effective Date of this Agreement. In such an instance, the DEPARTMENT will terminate this Agreement and issue a demand for the immediate return of the full amount of the disbursed Grant Award from GRANTEE.
6. GRANTEE understands and agrees that the total cost of the eligible equipment purchased shall not exceed the Grant Award amount. In the event the total purchase amount is less than the Grant Award, GRANTEE shall return any remaining funds to the DEPARTMENT in accordance with Section G of this Agreement.
7. Any sales and use tax, federal excise tax, and/or any assessed fees associated with the shipment or delivery of the purchased eligible equipment shall be the responsibility of GRANTEE.
8. Failure to comply with the purchasing requirements, standards and conditions set forth in this Agreement shall be grounds for termination and demand from the DEPARTMENT for the immediate return of the full amount of the Grant Award.

G. Grant Closeout Procedures.

1. GRANTEE shall submit documentation to the DEPARTMENT evidencing the purchase(s) of the eligible equipment (Exhibit A) in accordance with Section F of this Agreement. The documentation to be submitted shall, at a minimum, include the invoice and purchase order for each transaction and documentation showing payment was remitted.
2. The DEPARTMENT will review the submitted documentation and, upon approval, will close out the Grant Award under this Agreement. If the actual cost of the eligible equipment (not including sales tax, delivery fee, or any other fees), is less than the Grant Award, GRANTEE shall reimburse the DEPARTMENT the difference between the Grant Award amount and actual cost of the eligible equipment purchase(s). The DEPARTMENT reserves the right to pursue any legal remedy available to it for GRANTEE's failure to remit reimbursement to the DEPARTMENT.

H. Responsibility for Claims and Liability.

1. GRANTEE shall be responsible for any claim, damage, loss, or expense that is attributable to any negligent acts, errors, or omissions related to the acquisition and operation of the eligible equipment procured under this Agreement.
2. To the extent allowed by law, GRANTEE hereby indemnifies and holds harmless the DEPARTMENT and all of its officers, members and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, suits, demands,

lawsuits, causes of action, liabilities, losses, damages, judgments, costs or expenses (including but not limited to attorneys' fees) of every kind and nature whatsoever due to liability to a third party or parties, for any loss due to bodily injury (including but not limited to death), personal injury (including but not limited to death), and property damage (including but not limited to inverse condemnation and theft) arising out of, in connection with or resulting from the activities or resulting activities under this Agreement, except to the extent caused by an Indemnites.

- I. **Maintenance of Cost Records.** GRANTEE shall maintain all documents, papers, accounting records and other evidence pertaining to the acquisition of the eligible equipment, and shall make such material available at all reasonable times during the period of this Agreement and for five (5) years from the day the grant is closed out pursuant to Section G of this Agreement. Furthermore, the Grantee understands that it is subject to, and shall comply with, the Georgia Open Records Act at O.C.G.A. § 50-18-70 et seq.
- J. **Notices.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or email immediately followed by a telephone call to confirm delivery to:

If to the DEPARTMENT: Georgia Department of Transportation
935 United Ave
Bldg 24
Atlanta, Georgia 30316
ATTN: Robert Baker Jr.
Email: robbaker@dot.ga.gov
Phone: 404-635-2837

If to GRANTEE: Effingham County Sherrif's Office
130 E. First Street
Springfield, GA 31329
ATTN: Captain Jamie Thompson
Email: jthompson@effinghamcounty.org
Phone: (912) 754-2449 ext. 4218

The date on which such notice is delivered will be deemed the date thereof. Either party may from time to time, by five (5) days' prior notice to the other party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

- K. **Relationship of the Parties.** The Parties acknowledge and agree that the neither is an agent, employee, assignee or servant of the other.
- L. **Compliance with Applicable Laws.** By execution of this Agreement, the undersigned certifies under penalty of law, on behalf of GRANTEE, that:
1. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with

the State have been complied with in full and will not be violated in any respect throughout the term of the Agreement.

2. It shall comply with and shall require its contractors/suppliers to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR Part 200. Further, it shall comply and shall require its contractors/suppliers to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
3. It shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.).
4. It has read, understands and shall comply in full with the certifications set forth in Appendix C, *Certification of Compliances*, including the regulations for the Service Delivery Strategy law (O.C.G.A. § 36-70-20 et seq.) and the “State Audit Requirements” (O.C.G.A. § 36-81-7).
5. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or Federal department or agency.
6. The provisions of O.C.G.A. § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” as stated in Appendix A, “Georgia Security and Immigration Compliance Act Affidavit” have been complied with in full and will not be violated in any respect throughout the term of the Agreement.
7. It shall comply with the State of Georgia’s Sexual Harassment Prevention Policy as described further in Appendix B.
8. Pursuant to O.C.G.A. 50-5-85, it is not currently engaged in, and agrees that for the duration of this Agreement, will not engage in a boycott of Israel.
9. The GRANTEE acknowledges and agrees that failure to comply with or complete the certifications set forth above, or the submission of a false certification shall result in the termination of this Agreement.

M. **Exhibits and Appendices.** The Parties acknowledge that the following exhibits and appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Exhibit A	Description of Approved Equipment
Appendix A	Georgia Security and Immigration Compliance Act Affidavit
Appendix B	Certification of Compliance with the State of Georgia’s Sexual Harassment Prevention Policy
Appendix C	Certification of Compliances

N. **Miscellaneous.**

1. Assignment. This Agreement shall not be assigned by any party to any other person or entity whatsoever unless agreed to by the Parties.
2. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
3. Interpretation. The Parties stipulate that for good business reasons, each party has determined to negotiate, and each party has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either party because it drafted a particular provision, or the provision was for the party's benefit, or the party enjoyed a superior bargaining position.
4. No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
5. Risk Allocation. Each party shall conduct its own functions under this Agreement in accord with state law at its sole cost, risk and responsibility.
6. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
7. Governing Law. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law.
8. Personal Liability; Immunities. Nothing herein shall be construed as creating any individual or personal liability on the part of any of either party's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. Nothing contained in this Agreement shall be construed to be a waiver of a party's sovereign immunity or any individual's qualified, good faith or official immunities.
9. Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one Agreement.
10. Force Majeure. Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations

shall remain intact.

11. Authority/Signature. The individual signing this Agreement on behalf of each Party represents that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.
12. Complete Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

[Signatures on the following page.]

IN WITNESS WHEREOF, said Parties have hereunto set their hand the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

BY: _____
Commissioner

DocuSigned by:
Russell R McMurry
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EFFINGHAM COUNTY SHERIFF'S OFFICE

BY: _____

DocuSigned by:
Jimmy McDuffie
687238C1419E4CA...

Name: Jimmy McDuffie
Title: Sheriff

ATTEST:

Treasurer

DocuSigned by:
Angela A. White
74085B5B0FAC425...

Signed, sealed and delivered this 30^t day of h
January, 2023, in the presence of

Notary Public

DocuSigned by:
[Signature]
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EXHIBIT A**DESCRIPTION OF APPROVED EQUIPMENT**

<u>Equipment Item</u>	<u>Equipment Description</u>	<u>Unit Price (if applicable)</u>	<u>Item Quantity</u>	<u>Total Price (not to include sales tax or fees)</u>
High Visibility Breakaway Safety Vest M-2XL	Safety Vest (Visibility Enhanced Apparel) M-2XL Breakaway Lime Green w/ Reflective Trim	45.00	55	2475.00
Tactical Flashlight, 650 Lumens, w/ traffic directing cone attachment	Nightstick NSR-9924XL Rechargeable flash lights with orange traffic directing cone attachments.	118.00	55	6490.00
28" Collapsible Traffic Cones, set of 5	28" w/ 2 RFL Collars 5-pk pop-up Cone & LED Light	136.95	55	7532.25
Moon-Light Scene light	Large area LED scene light	1600.00	1	1600.00
LED Road Flare Kit, set of 6	Org LED Flare Kit 6-pcs. including Charge Case	109.95	10	1099.50
36" Traffic Control Sign "EMERGENCY SCENE AHEAD"	"EMERGENCY SCENE AHEAD" DT Roll Up Sign - 36" PINK SB Reflective Fold & Roll Sign System w/ Stand	289.00	2	578.00



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Effingham County Sheriff's Office
Address:	130 E. First Street, Springfield, GA 31329
Solicitation /Contract No./ Call No. or Project Description:	2021 TIME Task Force Grant

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 sub-Contractors 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:

185295

01-28-2009

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

Date of Authorization

Effingham County Sheriff's Office

Name of Contractor

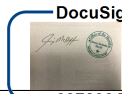
I hereby declare under penalty of perjury that the foregoing is true and correct

Jimmy McDuffie

Sheriff

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)


DocuSigned by:


01-26-23

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON

DocuSigned by:


[NOTARY SEAL]

Notary Public

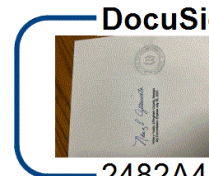
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July 29, 2023

My Commission Expires: _____

DocuSigned by:

Revised 7-24-2018



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APPENDIX “B”

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 section) <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/NjVt0DDnc2s7reN0> 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: _____
687238C1419E4CA...

Jimmy McDuffie

Name: _____

Sheriff

Position: _____

Entity: Effingham County Sheriff's Office

APPENDIX "C"

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of Effingham County Sheriff's Office whose address is 130 E. First Street, Springfield, GA 31329, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (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.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

01-26-23

Date

DocuSigned by:



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Signature