

# **Georgia, Murray County**

## **MINUTES**

**The Murray County Commissioner held a public meeting Tuesday, October 4, 2011 at 7:00 p.m. in the hearing room of the Murray County Courthouse Annex.**

**Commissioner Hogan called the meeting to order and welcomed those in attendance.**

**By signature and execution the minutes of September 2011 were approved.**

**With no additions or deletions to the agenda, Commissioner Hogan adopted the agenda as presented.**

**Under new business the following items were addressed and approved.**

- A. Approved Murray County Land Use Development Planning Commission minutes dated September 20, 2011**

**The meeting was called to order by Chairman Steve Anglea at 7:00p.m.**

**The first order of business was approval of the agenda. Larry Morrison made the motion to approve the agenda, David McDaniel seconded the motion and the motion was unanimously approved. The next order of business was approval of the minutes from the August meeting. David McDaniel made the motion to approve the minutes as written. The motion was seconded by Larry Morrison and was unanimously approved.**

**Old Business: None**

**New Business:**

**Steve Anglea read the rules of order and opened the public portion of the meeting.**

**Item 1. Re/Classification of Property owned by Ben Saylor in land lot 167 district 10 of Murray County being 1.21 acres on Halls Chapel Road. Dick Barnes said the request was in order for presenting and this property is located in a rural area with mixed uses. A tract of land across the road from this was rezoned a few months ago. He recommends approval. Nancy Young said all notices had been sent. Mr. Saylor was present for the meeting and asked just for a rezone so his son could put a mobile home there until he was able to build a house. No one present either for or against the request. Public portion of the meeting closed for board review. David McDaniel made a motion to approve the request, 2<sup>nd</sup> by Larry Morrison, all in favor none opposed, motion carried.**

**Item 2. Re/Classification of Property owned by Wayne Sexton addressed as 999 Old Grade Road in land lot 243 district 8 of Murray County being 1.62 acres. Dick Barnes said Mr. Sexton had a mobile home on the property and it needs to be rezoned from SR to RR. He said Mr. Sexton got a variance from the Appeals Board to reinstate a mobile home lot that had been empty for over a year on this property the variance was conditional that the lot be rezoned. Mr. Sexton was present for the meeting. No one present either for or against the request. Public portion of the meeting closed for board review. David McDaniel made a motion to approve the request 2<sup>nd</sup> by Larry Morrison, all in favor, none opposed, motion carried.**

**David McDaniel made a motion to adjourn, 2<sup>nd</sup> by Larry Morrison.**

**B. Amendment 2<sup>nd</sup> Reading: Code of Murray County Chapter 38, Manufactured Homes, Article I, Division 3, Section 38-63, Underpinning/Skirting**

**AMENDMENT  
TO  
THE CODE OF MURRAY COUNTY**

**STATE OF GEORGIA** **COUNTY OF MURRAY**

**WHEREAS, the Commissioner of Murray County has determined that it is in the best interest of the public to amend the Murray County Code, and**

**WHEREAS, the Commissioner of Murray County finds such amendment to be useful, necessary, and proper, and protective of the environment, and the health, welfare, and safety of the public, and**

**NOW THEREFORE BE IT SO RESOLVED, by the Murray County Commissioner, that the Murray County Code be amended as follows:**

**Under Chapter 38, Manufactured Homes, Article I, Division 3, Section 38-63 titled Inspection for manufactured homes subsection (6), titled Underpinning/Skirting, subsection (6) shall be deleted in its entirety, and replace with new subsection (6), titled Underpinning/Skirting and shall read as follows:**

**(6) Underpinning/Skirting. Each newly erected manufacture home shall have the area beneath each structure enclosed with a masonry type building material with an exception for rented spaces or rented lots where the building inspector may approve other materials manufactured for such purpose. Any manufactured home that is required to have masonry skirting shall have a perimeter footing of concrete poured in place of the minimum depth of six inches and minimum width of twelve inches for skirting constructed of concrete block so that it will support the skirting but shall not provide support for the home. All other masonry type skirting systems shall have a footing that must be approved by the Building Inspector.**

**First reading this 6<sup>th</sup> day of September, 2011.**

**Second reading this 4<sup>th</sup> day of October, 2011.**

**C. Amendment 2<sup>nd</sup> Reading: Chapter 54, Article I, Section 54-1-19.02, Street  
Addresses assigned by E-911**

**AMENDMENT  
TO  
THE CODE OF MURRAY COUNTY  
STATE OF GEORGIA COUNTY OF MURRAY**

**WHEREAS, the Commissioner of Murray County has determined that it is  
in the best interest of the public to amend the Murray County Code, and**

**WHEREAS, the Commissioner of Murray County finds such amendment to  
be useful, necessary, and proper, and protective of the environment, and the health,  
welfare, and safety of the public, and**

**NOW THEREFORE BE IT SO RESOLVED, by the Murray County  
Commissioner, that the Murray County Code be amended as follows:**

**Under Chapter 54, Roads, Article I, Section 54-1-19.02, titled Street Addresses, shall  
be deleted in its entirety, and replaced with new Article I, Section 54-1-19.02, titled  
Street Addresses, and shall read as follows:**

**Sec. 54-1-19.02. Street Addresses.**

**Street addresses will be assigned through the E-911 Addressing Department. Street  
numbers must be posted in a minimum letter height of four inches on a contrasting  
background, visible from the street providing public access.**

**First reading this 6<sup>th</sup> day of September, 2011.**

**Second reading this 4<sup>th</sup> day of October, 2011.**

**D. Agreement: Georgia D.O.T. FY2012 Section 5311 Public Transportation  
Capital Grant \$143,640. County match \$15,960**

**AGREEMENT  
FOR  
CAPITAL IMPROVEMENT ASSISTANCE  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**AND  
MURRAY COUNTY**

**This agreement, made and entered into this 4<sup>th</sup> day of October, 2011 by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” and MURRAY COUNTY, hereinafter called the “SPONSOR”.**

**WHEREAS, the SPONSOR is desirous of acquiring capital improvements to be used in initiating mass transportation services to the public in the Murray County area; and**

**WHEREAS, this Mass Transportation System will have a profound impact upon the development of the total organized transportation services in the State of Georgia; and**

**WHEREAS, the DEPARTMENT desires to promote such development through its participation in such acquisition; and**

**WHEREAS in a letter to the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) dated January 24, 1979, the Governor, as Chief Executive of the State, designated the DEPARTMENT as his representative on transportation matters in Georgia as the recipient agency for Section 18 funding of the Federal Transit Act, 49 U.S.C. Section 5311, funds, hereinafter called “Section 18 Funds”; and**

**WHEREAS, under Section 32-9-1 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.**

**NOW THEREFORE, for and in consideration of the mutual promises and covenants, it is agreed by and between the DEPARTMENT and the SPONSOR;**

**ARTICLE I**

**This agreement covers the obligations of the parties in connection with the acquisition of Three (3) shuttle buses and three (3) wheelchair lifts; and none. For, and in consideration of the mutual promises herein contained, the parties agree as follows:**

- (a) (1) Pursuant to the terms of this Agreement, the DEPARTMENT shall cause the acquisition of the following item(s):**

**Three (3) shuttle buses and three (3) wheelchair lifts.**

- (2) Upon acquisition of the equipment listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title in said equipment to the SPONSOR.**

- (3) The DEPARTMENT shall participate in the purchase by the SPONSOR of None.**

**Prior to the purchase of this equipment the SPONSOR shall obtain the approval of the DEPARTMENT for the amount and items purchased.**

- (b) The SPONSOR shall accept and retain title to or purchase said PROJECT equipment and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the DEPARTMENT as first lienholder on the Title Certificate for the duration of the life of the equipment.**

- (c) That during the period of contract performance, the SPONSOR shall use the PROJECT equipment for the provisions of mass transportation service in the Murray County area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. To effectively fulfill this responsibility, the SPONSOR will designate an individual to be general manager of the system and shall notify the DEPARTMENT in writing of this designation. The SPONSOR agrees to be responsible for all operating costs of the system.**
- (d) That during the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT equipment; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT equipment is used in a manner or for a purpose other than mass transportation.**
- (e) That during the period of contract performance, the SPONSOR shall maintain the PROJECT equipment at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.**
- (f) That the SPONSOR shall maintain, in amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.**
- (g) During the period of contract performance, the SPONSOR agrees to provide each project vehicle with a passenger capacity of 15 passengers or less with liability insurance in an amount not less than \$100,000 per person, \$300,000 per accident and \$50,000 property damage. The SPONSOR further agrees to provide each project vehicle with a passenger capacity greater than 15 passengers with liability insurance in an amount not less than \$100,000 per person, \$500,000 per accident and \$50,000 property damage.**
- (h) If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph (d) of this Article, then the DEPARTMENT, at its discretion shall require the SPONSOR to either remit ownership of the equipment to the**

**DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.**

- (i) The SPONSOR shall not permit the use of the PROJECT equipment for Partisan political purposes.**
- (j) The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.**

## **ARTICLE II COVENANT AGAINST CONTINGENT FEES**

**The SPONSOR shall comply with all relevant federal, state, and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fees, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract. For breach of violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability to or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.**

## **ARTICLE III PROHIBITED INTEREST**

**No member, officer, or employee of the SPONSOR during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.**

## **ARTICLE IV REVIEW OF WORK**

**Authorized representatives of the DEPARTMENT and the Comptroller General of the United States Department of Transportation may at all reasonable times inspect all vehicles and equipment purchased by the SPONSOR as part of the PROJECT,**

**all transportation services rendered by the SPONSOR by the used or such vehicles, and all relevant PROJECT data and records.**

**The SPONSOR shall also permit the authorized representatives to audit the books, records and accounts of the SPONSOR pertaining to the PROJECT.**

#### **ARTICLE V**

##### **AUTHORIZATION AND APPROVAL**

**It is understood and agreed by the parties to this Agreement, that the purchase of equipment pursuant to this Agreement, will be terminated if FTA does not approve the funding assistance and distribution as described in Exhibit "A", Budget Estimate, for this PROJECT.**

**The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. The purchase of the improvements provided under the terms of this Agreement shall be completed by December 31, 2012.**

#### **ARTICLE VI**

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

**The SPONSOR, its agents and employees, 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 in the performance of work under this Agreement, and further, the SPONSOR agrees to hold harmless the DEPARTMENT from all suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment, material, or facility purchased by the SPONSOR under this Agreement or from the installation and operation thereof.**

#### **ARTICLE VII**

##### **COMPENSATION**

**It is understood and agreed that the DEPARTMENT shall deliver to the SPONSOR the following:**

**Three (3) shuttle buses and three (3) wheelchair lifts.**

**It is further understood and agreed that the DEPARTMENT shall participate in the SPONSOR'S purchase of the following:**

**None**

**It is understood and agreed that the total estimated eligible net project cost is ONE HUDNRED FIFTY-NINE THOUSAND SIX HUNDRED AND 00/100 Dollars (\$159,600.00), as shown in EXHIBIT A, Budget Estimate, which is attached and incorporated as if fully set out herein. The SPONSOR shall pay to the DEPARTMENT FIFTEEN THOUSAND NINE HUNDRED SIXTY AND 00/100 Dollars (\$15,960.00), which shall constitute the local share in acquiring the said improvements. The DEPARTMENT'S participation in the acquisition cost of said improvements shall be ONE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FORTY AND 00/100 Dollars (\$143,640.00), which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT which is ten (10%) of the total cost of the PROJECT. The DEPARTMENT shall be responsible**

for the purchase of or participate in the purchase of said improvements upon receipt from the SPONSOR of the local share of the purchase cost. It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of ONE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FORTY AND 00/100 Dollars (\$143,640.00). However, if the sum total of the actual cost in acquiring the improvements shall be less than ONE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED AND 00/100 Dollars (\$159,600), the DEPARTMENT shall be obligated to pay only ninety percent (90%) of the actual cost.

It is further understood and agreed that the DEPARTMENT is not obligated to pay any amount and the DEPARTMENT shall not be obligated to purchase and deliver Title to or participate in the purchase of said improvements if the grant application on behalf of the SPONSOR is not approved by FTA. The SPONSOR shall submit to the DEPARTMENT the amount of FIFTEEN THOUSAND NINE HUNDRED SIXTY AND 00/100 Dollars (\$15,960.00) which is the local share of the acquisition of said improvements, prior to the purchase of said improvements. It is further understood and agreed that any line item budget estimate shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved by the DEPARTMENT in writing.

#### **ARTICLE VIII SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under this Agreement, a Supplemental Agreement may be executed between the parties.

Minor changes in the proposal which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change be either the DEPARTMENT or the SPONSOR with written approval by the other party.

#### **ARTICLE IX PAYMENTS**

- A. **PARTIAL PAYMENT:** The SPONSOR shall submit to the DEPARTMENT itemized vouchers stating, in reasonable detail, the actual expenses incurred by the SPONSOR on the PROJECT for the voucher period as well as a specific designation and certification of receipt of the item or items purchased as listed in ARTICLE I. Upon the basis of its review and approval of such vouchers, the DEPARTMENT will, at the request of the SPONSOR, make payment to the SPONSOR pursuant to this ARTICLE as the PROJECT progresses but not more than once a month. Payment will be made by the DEPARTMENT for the expenses incurred by the SPONSOR, less any previous partial payment, for any item and for each item specified in the voucher and which is specifically set forth in ARTICLE I. It is

agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay the SPONSOR more than ninety percent (90%) of the SPONSOR'S total actual share of the cost for each item as explained in ARTICLE VII, COMPENSATION.

**B. FINAL PAYMENT:** IT IS FUTHER AGREED that upon receipt and installation of the capital improvements purchased in accordance with this Agreement, the SPONSOR shall submit to the DEPARTMENT a final statement of costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay to the SPONSOR a sum equal to one hundred percent (100%) of the compensation it owes the SPONSOR less the total of all previous partial payments paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, labor and materials furnished in connection with same.

#### **ARTICLE X**

##### **MAINTENANCE OF CONTRACT COST RECORDS**

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make such material available at all times during the period of this Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished if requested. The SPONSOR agrees that the provisions of this Article shall be included in any Contract it may make with any subcontractor, assignee or transferee. All charges to the PROJECT account shall be supported by invoices, Contractor vouchers evidencing in proper detail the nature and propriety of the charges.

#### **ARTICLE XI**

##### **SUBLETTING, ASSIGNMENT, OR TRANSFER**

Unless otherwise authorized in writing by the DEPARTMENT, the SPONSOR shall not assign any portion or the work to be performed under this Agreement, or execute any Contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the DEPARTMENT. The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit the DEPARTMENT prepared estimates for the DEPARTMENTS review and written concurrence in advance of their execution. All Contracts shall provide that subcontracts exceeding \$10,000.00 in cost shall contain all the required provisions of the prime Contract.

**ARTICLE XII  
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 XIII  
TERMINATION**

**The DEPARTMENT reserves the right to terminate the Contract at any time for just 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. If FTA does not approve the DEPARTMENTS grant application for the SPONSOR, the DEPARTMENT reserves the right to terminate the Contract.**

**ARTICLE XIV  
COMPLIANCE WITH APPLICABLE LAWS**

- A. The undersigned certify that the provisions of Section 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.**
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the requirements in CERTIFICATION OF SPONSOR, COMPLIANCE WITH STATE AUDIT REQUIREMENT, EXHIBIT B, attached hereto and made a part of this Agreement as if fully set out herein.**
- C. IT IS FURTHER CERTIFIED that 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, as stated in EXHIBIT C of this Agreement.**
- D. IT IS FURTHER agreed that the SPONSOR shall comply and shall require its Consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT D, GEORIGA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.**
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the “SPECIAL PROVISION,” requirements in accordance with Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Drive October 1, 2009, 23 U.S.C.A. – 402 note, and DOT Order 3902.10 Text Messaging December 31, 2009 located at [www.whitehouse.gov](http://www.whitehouse.gov), incorporated by reference and made a part of this Agreement as if fully set out herein.**
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION TERMS AND CONDITIONS, United States of America Department of Transportation**

Federal Transit Administration, Master Agreement, located at [www.fta.dot.gov/documents/17-Master.pdf](http://www.fta.dot.gov/documents/17-Master.pdf), incorporated by reference and made a part of this Agreement as if fully set herein. 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.

- G. It is further agreed that the SPONSOR shall comply with the provisions of Section 16-10-6 of the Official Code of Georgia Annotated relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.

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.

**EXHIBIT A  
CAPITAL IMPROVEMENT  
BUDGET ESTIMATE  
MURRAY COUNTY**

**I. EQUIPMENT PURCHASE ORDER OBLIGATION**

Three (3) shuttle buses and three (3) wheelchair lifts.

	<b>TOTAL</b>	<b>FEDERAL/ STATE</b>	<b>LOCAL</b>
	<b>\$159,600.00</b>	<b>\$127,680.00FTA(80%) \$15,960.00 STATE (10%)</b>	<b>\$15,960.00</b>
<b>TOTAL</b>	<b>\$159,600.00</b>	<b>\$143,640.00</b>	<b>\$15,960.00</b>

**II. EQUIPMENT: CONTRACT OBLIGATION**

NONE

	<b>TOTAL</b>	<b>FEDERAL/ STATE</b>	<b>LOCAL</b>
	<b>\$0.00</b>	<b>\$0.00FTA (80%) \$0.00STATE(10%)</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**TOTAL BUDGET \$159,600.00      \$143,640.00      \$15,960.00**

**PROJECT ID NUMBER – T003940**

**GRANT NUMBER – GA-18-0032**

**EXHIBIT B  
CERTIFICATION OF SPONSOR**

**COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am a principal and duly authorized representative of Murray County whose address is 121 North 4<sup>th</sup> Avenue, Chatsworth Georgia 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” shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 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 \$175,000.00 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 and 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 notification to the public as to the location of and times during which the public may inspect the report.
  - (e) The audits of each local government shall be conducted in accordance with the generally accepted government auditing standards.

**EXHIBIT C  
CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of Murray County Georgia whose address is 121 North 4<sup>th</sup> Avenue, Chatsworth Georgia 30705, 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 Sponsor's employees during the performance of the contract; and
- (3) Each subcontractor by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor certifies to the Sponsor that a drug-free workplace will be provided for the subcontractors 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.

**APPENDIX A  
CERTIFICATION OF SPONSOR**

**I hereby certify that I am the Sole Commissioner and duly authorized representative of the firm Murray County Georgia whose address is 121 North 4<sup>th</sup> Avenue, Chatsworth Georgia 30705. 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 the 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 the participant 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 Sponsor) 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 Sponsor) 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 Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of**

**Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.**

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

**I hereby certify that I am the Sole Commissioner and duly authorized representative of Murray County Georgia, whose address is 121 North 4<sup>th</sup> Avenue Chatsworth Georgia 30705, 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 judgment rendered against the firm or its representative 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 motivation, 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 Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.**

**Instructions for Appendix C Certification  
Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions (Sponsors)**

- 1. By signing and submitting this contract the Sponsor is providing the certification set out in Appendix C.**
- 2. The inability of the Sponsor to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Sponsor 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 sponsor to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.**
- 3. The certification, Appendix C, 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 Sponsor 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 Sponsor shall provide immediate written notice to the Department if at any time the Sponsor learns that the 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 Sponsor agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly entered 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 Sponsor 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 with modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**
- 8. A Sponsor in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. The Sponsor 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 Sponsor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transaction authorized under paragraph 6 of these instructions, if the Sponsor 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.

**APPENDIX D  
LOWER TIER CONTRACTOR  
CERTIFICATION REGARDING DISBARMENT, SUSPENSION  
AND  
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the Sole Commissioner and duly authorized representative of Murray County Georgia, whose address is 121 North 4<sup>th</sup> Avenue, Chatsworth Georgia 30706 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) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 FFR 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.

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

**Instructions for Appendix D Certification**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transactions**

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix D.
2. The certification, Appendix D, 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 and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the 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”, “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 person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant 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 or agency with which this transaction originated.
6. The prospective lower tier participant 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”, , without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
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 normally possessed by a prudent person the ordinary course or business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if the participant 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 department or agency may pursue available remedies, including suspension and/or debarment.

**EXHIBIT D**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

**Contract No. and Name:**

**5311 RURAL CAPITAL GA-18-0032**

**T003940**

**Sponsor's Name**

**MURRAY COUNTY**

**STATE OF GEORGIA  
SPONSOR AFFIDAVIT**

Be executing this affidavit, the undersigned Sponsor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provision and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Third Party(s) in connection with the physical performance of services pursuant to this contract with the Georgia Department of Transportation, Sponsor will secure from such Third Party(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Third Party Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Sponsor further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the Third Party(s) is retained to perform such service.

54488

EEV/E-Verify User Identification Number

**E. Disposal of Surplus Inventory**

**Murray County Government  
Disposal of Surplus Inventory**

The following items of county property have been determined to be unserviceable and/or no longer cost effective for the county to operate or maintain. As a result items have been declared surplus inventory by the Murray County Commissioner. Therefore, the highest bidder in the setting that would achieve the greatest financial benefit for the county, and that those proceeds be returned to the county's General Fund. In the event that no bids are received, or if the item is in such a state of disrepair that storage and handling would exceed any possible bid proceeds, then the item would be sold for salvage value or disposed of as waste.

**Surplus Property List:**

**2003 Ford Crown Victoria VIN: 2FAFP71WX3X174431**

**Sentry Safe Serial #2246387, Asset #02141**

**Canon Copier Serial #JR161168, Asset #3678**

**Xerox Copier Serial #SWT131517, Asset #4242**

**24 Outdoor Light Fixtures removed from S.O./Jail parking lot and perimeter**

**Documents are located in the auxiliary file.**

**ADJOURNMENT:**

**This 4<sup>th</sup> day of October, 2011.**

**ATTEST:**

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**Tommy Parker, Interim County Clerk**

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**Greg Hogan, Commissioner**

**In Attendance: Tom Starnes, Tommy Parker, Greg Hogan, Bill Keene, Chris Wheeler, Tim Holbrook, Ron Anderson, John Leland, Steve Anglea, Frank Adams, Don Martin, Lori Harrison and Edward Dunn**