

# CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: J25-8-127

AGENCY NAME: Fulton County Board of Commissioners

**1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)**

- MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

**2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)**

- ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

BANK NAME: Wells Fargo/Government & Institutional Banking

BANK ROUTING NUMBER: 121000248

BANK ACCOUNT NUMBER: 2000139633388

AGENCY CONTACT NAME: Stacy Jones, Grants Administrator

AGENCY CONTACT TELEPHONE NUMBER: 404-612-7384

AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: Robert L. Pitts, Chairman, Fulton County Board of Commissioners

AGENCY AUTHORIZED OFFICIAL SIGNATURE: 



- CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

AGENCY AUTHORIZED OFFICIAL SIGNATURE: \_\_\_\_\_

ITEM # 24-0261 FRM 4 / 17 / 24  
FIRST REGULAR MEETING

**For CJCC Use ONLY**

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia

SUBGRANT AWARD

UBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County BOC

PROJECT NAME: Family Drug Court

UBGRANT NUMBER: J25-8-119

FEDERAL FUNDS: \$ 61,248

MATCHING FUNDS: \$ 10,808

TOTAL FUNDS: \$ 72,056

GRANT PERIOD: 07/01/24-06/30/25

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2024.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Jay Neal  
Jay Neal, Director  
Criminal Justice Coordinating Council

Robert L. Pitts 7/3/2024  
Signature of Authorized Official Date  
Robert L. Pitts, Chairman  
Typed Name & Title of Authorized Official

Date Executed: 07/01/24

58-6001729-001  
Employer Tax Identification Number (EIN)



Tonya R. Grier  
TONYA R. GRIER  
CLERK TO THE COMMISSION

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INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	J25-8-119
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Family Drug Court	624.41	\$ 61,248

**CRIMINAL JUSTICE COORDINATING COUNCIL**  
**State of Georgia – Accountability Courts**

**FY25 SPECIAL CONDITIONS**

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.

Initials   TB  

2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials   TB  

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials   TB  

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials   TB  

5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.

Initials   TB  

6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1<sup>st</sup> and 2<sup>nd</sup> quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.

Initials   TB  

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACL Rules may subject a court to rescission of a grant award as outlined in Article 4 of the Rules.

Initials   TB

**SUBGRANT NUMBER:****SPECIAL CONDITIONS**

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials TB

9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the proscribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials TB

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials TB

11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.

Initials TB

12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.

Initials TB

13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the CACJ Training Acknowledgement & Agreement Form upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.

Initials TB

14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.

Initials TB

**SUBGRANT NUMBER:**

**SPECIAL CONDITIONS**

15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs  
Initials   TB
16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit a CACJ Training Acknowledgement & Agreement Form for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.  
Initials   TB
17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.  
Initials   TB
18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.  
Initials   TB
19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.  
Initials   TB
20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.  
Initials   TB
21. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing rescission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.  
Initials   TB
22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2025. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2025 or risk losing access to those funds.

SUBGRANT NUMBER:

SPECIAL CONDITIONS

Initials T B

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials T B

24. Subgrantees must comply with the training attendance requirements as determined by the Council of Accountability Court Judges and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.

Initials T B

25. The subgrantee agrees that all personnel charging time to this grant must maintain timesheets documenting hours for all work performed for pay, including both grant-related and non-grant related work activities. This includes work performed that is unrelated to an accountability court.

Initials T B

26. The subgrantee understands and agrees that payments made by CJCC do not constitute final approval of submitted expenditures. Subsequent reviews, audits, or examinations may identify expenses that fall outside the grant scope or rules. In such cases, the subgrantee may be required to repay those funds.

Initials T B

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

*[Handwritten Signature]*

7/3/2024

Authorized Official Signature

Date

Robert L. Pitts, Chairman

Print Authorized Official Name

Title



ITEM # 24-0261 SRM 4, 17, 24  
SECOND REGULAR MEETING

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia

SUBGRANT AWARD

UBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County BOC

PROJECT NAME: Juvenile Accountability Court

UBGRANT NUMBER: A25-8-028

FEDERAL FUNDS: \$ 19,162

MATCHING FUNDS: \$ 3,381

TOTAL FUNDS: \$ 22,543

GRANT PERIOD: 07/01/24-06/30/25

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2024.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Jay Neal  
Jay Neal, Director  
Criminal Justice Coordinating Council

Robert L. Peltz, Chairman 7/3/2024  
Signature of Authorized Official Date  
Typed Name & Title of Authorized Official

Date Executed: 07/01/24

58-6001729-001  
Employer Tax Identification Number (EIN)



Tonya R. Grier  
TONYA R. GRIER  
CLERK TO THE COMMISSION

\*\*\*\*\*

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	A25-8-028
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Juvenile Accountability Court	624.41	\$ 19,162

**CRIMINAL JUSTICE COORDINATING COUNCIL**  
**State of Georgia – Accountability Courts**

**FY25 SPECIAL CONDITIONS**

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.  
Initials   TB
  
2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.  
Initials   TB
  
3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.  
Initials   TB
  
4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.  
Initials   TB
  
5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.  
Initials   TB
  
6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1<sup>st</sup> and 2<sup>nd</sup> quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.  
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Initials   TB

**SUBGRANT NUMBER:****SPECIAL CONDITIONS**

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Initials T B

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Initials T B

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Initials T B

11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.

Initials T B

12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.

Initials T B

13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the CACJ Training Acknowledgement & Agreement Form upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.

Initials T B

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Initials T B

**SUBGRANT NUMBER:**

**SPECIAL CONDITIONS**

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Initials   TB
  
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Initials   TB
  
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Initials   TB
  
18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.  
Initials   TB
  
19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.  
Initials   TB
  
20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.  
Initials   TB
  
21. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing rescission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.  
Initials   TB
  
22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2025. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2025 or risk losing access to those funds.

SUBGRANT NUMBER:

SPECIAL CONDITIONS

Initials T B

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials T B

24. Subgrantees must comply with the training attendance requirements as determined by the Council of Accountability Court Judges and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.

Initials T B

25. The subgrantee agrees that all personnel charging time to this grant must maintain timesheets documenting hours for all work performed for pay, including both grant-related and non-grant related work activities. This includes work performed that is unrelated to an accountability court.

Initials T B

26. The subgrantee understands and agrees that payments made by CJCC do not constitute final approval of submitted expenditures. Subsequent reviews, audits, or examinations may identify expenses that fall outside the grant scope or rules. In such cases, the subgrantee may be required to repay those funds.

Initials T B

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

*[Handwritten Signature]*

Authorized Official Signature

*7/3/2024*

Date

*Robert L. Pitts*

Print Authorized Official Name

*Chairman*

Title



ITEM # 24-1261 SRM 4/17/24  
SECOND REGULAR MEETING

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County BOC

PROJECT NAME: Mental Health Court

SUBGRANT NUMBER: J25-8-127

FEDERAL FUNDS: \$ 25,976

MATCHING FUNDS: \$ 4,584

TOTAL FUNDS: \$ 30,560

GRANT PERIOD: 07/01/24-06/30/25

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2024.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Jay Neal  
Jay Neal, Director  
Criminal Justice Coordinating Council

Date Executed: 07/01/24

Robert L. Pitts 6/12/2024  
Signature of Authorized Official Date

Robert L. Pitts Chairman  
Typed Name & Title of Authorized Official

58-6001729-001  
Employer Tax Identification Number (EIN)



Tonya R. Grier  
TONYA R. GRIER  
CLERK TO THE COMMISSION

\*\*\*\*\*  
INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	J25-8-127
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Mental Health Court	624.41	\$ 25,976

**CRIMINAL JUSTICE COORDINATING COUNCIL**  
**State of Georgia – Accountability Courts**

**FY25 SPECIAL CONDITIONS**

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.

Initials gr

2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials gr

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials gr

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials gr

5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.

Initials gr

6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1<sup>st</sup> and 2<sup>nd</sup> quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.

Initials gr

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACL Rules may subject a court to rescission of a grant award as outlined in Article 4 of the Rules.

Initials gr

**SUBGRANT NUMBER:**

**SPECIAL CONDITIONS**

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials gr

9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the proscribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials gr

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials gr

11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.

Initials gr

12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.

Initials gr

13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the CACJ Training Acknowledgement & Agreement Form upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.

Initials gr

14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.

Initials gr

**SUBGRANT NUMBER:**

**SPECIAL CONDITIONS**

15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs

Initials gr

16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit a CACJ Training Acknowledgement & Agreement Form for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.

Initials gr

17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.

Initials gr

18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.

Initials gr

19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.

Initials gr

20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.

Initials gr

21. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing rescission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.

Initials gr

22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2025. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2025 or risk losing access to those funds.

SUBGRANT NUMBER:

SPECIAL CONDITIONS

Initials gr

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials gr

24. Subgrantees must comply with the training attendance requirements as determined by the Council of Accountability Court Judges and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.

Initials gr

25. The subgrantee agrees that all personnel charging time to this grant must maintain timesheets documenting hours for all work performed for pay, including both grant-related and non-grant related work activities. This includes work performed that is unrelated to an accountability court.

Initials gr

26. The subgrantee understands and agrees that payments made by CJCC do not constitute final approval of submitted expenditures. Subsequent reviews, audits, or examinations may identify expenses that fall outside the grant scope or rules. In such cases, the subgrantee may be required to repay those funds.

Initials gr

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

[Signature]

Authorized Official Signature

6/12/2024

Date

Robert L. Pitts

Print Authorized Official Name

Chairman

Title



ITEM # 24-0261 SRM 4, 17, 24  
SECOND REGULAR MEETING

CRIMINAL JUSTICE COORDINATING COUNCIL  
SUBGRANT ADJUSTMENT REQUEST  
FEDERAL GRANT #

ADJ REQUEST #: 1

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

SUBGRANTEE: Fulton County Board of Commissioners  
PROJECT NAME: Mental Health Court

SUBGRANT #: J25-8-127

---

**NATURE OF ADJUSTMENT:**

Mark all that apply.

Adjustments of each type shown should be entered in the section indicated.

REVISED BUDGET . . . . . Go To . . . . SECTION I  
 PROJECT PERIOD AND/OR EXTENSION. Go To . . . . SECTION II  
 PROJECT OFFICIALS/ADDRESSES. . . Go To . . . . SECTION III  
 PROJECT PERSONNEL. . . . . Go To . . . . SECTION III  
 GOALS AND OBJECTIVES . . . . . Go To . . . . SECTION III  
 OTHER. . . . . Go To . . . . SECTION III

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MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

**SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.**

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 30,560	- 30,560	16,794
EQUIPMENT	0	0	0
SUPPLIES	0		702
TRAVEL	0		4,730
PRINTING	0	0	0
OTHER(transportation)	0		3,750
<b>TOTAL</b>	<b>\$ 30,560</b>		<b>30,560</b>
<b>Federal</b>	<b>\$ 25,976</b>		<b>25,976</b>
<b>Match</b>	<b>\$ 4,584</b>		<b>4,584 (salary)</b>

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**SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.**

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION,
Start Date: <u>07/01/24</u>	Start Date: _____	# OF MONTHS: _____
End Date: <u>06/30/25</u>	End Date: _____	

NOTE: The maximum extension request cannot exceed 12 months.

**SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)**

CRIMINAL JUSTICE COORDINATING COUNCIL  
SUBGRANT ADJUSTMENT REQUEST  
FEDERAL GRANT #

ADJ REQUEST #: 1

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

SUBGRANTEE: Fulton County Board of Commissioners

SUBGRANT #: J25-8-127

PROJECT NAME: Mental Health Court

**SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES**

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

The requested Budet Revisions in Section I reflect the specifics of the FY'25 Operating Grant Award. Consistent with the Budget Detail provided by the CACJ Funding Committee, the revised budget line items include the CACJ designated spending allowances and designation of salary match.

SUBMITTED BY:



Project director; Coordinator-Fulton Misdemeanor  
Mental Health Court Coordinator

6.6.2024

Signature of Financial Officer or Project Director

Title

Date

**CJCC ROUTING AND APPROVALS:**

Approval

Disapproval

Reviewer Signature

Reviewed By: \_\_\_\_\_

Authorized By: \_\_\_\_\_

FY25 Operating Grant Budget Detail Award

Court Name **Fulton County Misdemeanor Mental Health Court**

Budget Worksheet Category	Line Item	Total Budgeted
Personnel	Law Enforcement 15,600.00	\$16,794
	Fringe Benefits 1,194.00	
Contract Services		\$0
Drug Testing Supplies	Onsite Devices 702.00	\$702
Supplies /Other Costs		\$0
Equipment		\$0
In State Training and Travel	2024 CACJ Conference 4,730.49	\$4,730
Transportation Funding	Public Transportation 3,750.00	\$3,750
<b>Total Budget:</b>		<b>\$25,976</b>

Match: \$4,584

CACJ Funding Committee Notes: None.



Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

May 1, 2024

The Honorable Robert L. Pitts, Chairman  
Fulton County Board of Commissioners  
141 Pryor Street  
Atlanta, GA 30303

*Handwritten:* # 24-0261  
4/17/2024

**In Re:** AP024-9074-38(121) Fulton  
PID - T008664  
Contract Amount - \$297,048.77

Dear Chairman Pitts:

Enclosed for execution by the Fulton County Board of Commissioners is an electronic contract for FY 2024 for an environmental assessment – runway 8-28 improvements, EMAS, RSA improvements, and taxiway I improvements at the Fulton County Executive Airport - Charlie Brown Field in Atlanta, GA. This project contains \$290,186.55 of federal funds and \$6,862.22 of state funds with the local share of the cost being \$6,862.21.

The contract will be submitted to you electronically. All pages requiring signatures have been flagged with the individual's name. In addition, instructions on how to complete the electronic contract will be emailed to all parties involved. Please be sure to follow the instructions outlined in the email to ensure proper completion of the contract.

After the contract has been fully executed, the Georgia Department of Transportation (the "DEPARTMENT") will issue an electronic notification indicating the contract process has been completed. The contract is not valid until a written "Notice to Proceed" is received from GDOT's Division of Intermodal office. However, a Notice to Proceed (NTP) will NOT be issued until a copy of the certificate of insurance and endorsement pages for the minimum amounts of insurance indicated in Article VII, Insurance, of the Contract and a signed copy of all applicable FAA Certifications are received. If assistance is needed with the certificate of insurance, please contact the Aviation Project Manager assigned to your airport.

The Fulton County Board of Commissioners must comply with all applicable FAA regulations, policies, procedures, and directives.

If you have further questions, please do not hesitate to contact Corzetta Motley, Contracts/Grants Manager, at (404) 631-1073 or Jewell Strozier, Contracts Specialist at (404) 631-1826.

Sincerely,

Leigh Ann Trainer

Digitally signed by Leigh Ann Trainer  
DN: c=US, e=leatrain@dot.ga.gov,  
o=GDOT, ou=Division of Intermodal,  
cn=Leigh Ann Trainer  
Date: 2024.05.02 11:02:49-04'00'

Leigh Ann Trainer, Assistant Director  
Division of Intermodal

LAT:jds

Enclosures

**AGREEMENT**  
**FOR**  
**AIRPORT ENGINEERING DESIGN AND/OR PLANNING ASSISTANCE**  
**BETWEEN**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

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

**And**

**FULTON COUNTY**

**Project Number: AP024-9074-38(121) Fulton  
PID – T008664**

This Agreement, entered into \_\_\_\_\_, (“Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” and FULTON COUNTY, hereinafter called the “SPONSOR”.

WHEREAS, the SPONSOR desires to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for FULTON COUNTY; and

WHEREAS, this type of engineering design and/or planning has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration (“FAA”) may desire to participate in such engineering design and/or planning through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design and/or planning; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSOR has applied to the DEPARTMENT for financial assistance to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for FULTON COUNTY.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSOR that:

## **ARTICLE I**

### **SCOPE AND PROCEDURE**

The SPONSOR shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the "PROJECT", which is attached hereto and incorporated as if fully set forth herein, and for such work the DEPARTMENT shall compensate the SPONSOR in the amount and fashion as required by the pertinent provisions set out below.

## **ARTICLE II**

### **AUTHORIZATION AND APPROVAL**

The SPONSOR shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSOR'S receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSOR shall perform its responsibilities for the PROJECT until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term set forth in Article XII, whichever comes first.

## **ARTICLE III**

### **COVENANT AGAINST CONTINGENT FEES**

The SPONSOR shall comply with all relevant federal, state, and local laws, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. 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 that contract, and that it 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 fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to rescind this contract without liability, or, in 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 IV**

##### **SUBCONTRACT AND EMPLOYMENT RESTRICTIONS**

Before subcontracting for any of the work required to be performed by the SPONSOR under this Agreement, the SPONSOR shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSOR under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

#### **ARTICLE V**

##### **REVIEW OF WORK**

The SPONSOR shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT, as set out in Exhibit A, performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSOR. The SPONSOR shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSOR shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

#### **ARTICLE VI**

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

To the extent allowed by law, the 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 in the performance of the work under this Agreement.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR.

To the extent allowed by law, the SPONSOR hereby indemnifies and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the SPONSOR'S negligent acts, errors or omissions in the performance of its professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

The SPONSOR shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR'S contractors or subcontractors.

## ARTICLE VII INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):
  - shall, obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage
  - OR
  - is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VII (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:
  - i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
  - ii. Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."
  - iii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
    - a. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

- b. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - c. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
  - d. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
3. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
4. The insurance certificate must provide the following:
  - a. Name, address, signature and telephone number of authorized agents.
  - b. Name and address of insured.
  - c. Name of Insurance Company.
  - d. Description of coverage in standard terminology.
  - e. Policy number, policy period and limits of liability.
  - f. Name and address of DEPARTMENT as certificate holder.
  - g. Thirty (30) day notice of cancellation.
  - h. Details of any special policy exclusions.
5. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
6. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

**ARTICLE VIII**  
**COMPENSATION**

A. Project Costs and the Maximum Not to Exceed Amount. The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT shall be as follows:

The Maximum amount that the DEPARTMENT shall be obligated to pay is \$297,048.77. The total estimated cost of the PROJECT is THREE HUNDRED THREE THOUSAND NINE HUNDRED TEN and 98/100 Dollars (\$303,910.98). This amount may be comprised of a combination of the following AIP and or AIG funds, and or state funds, as set forth specifically below. The total estimated cost of the PROJECT as described herein is shown in Exhibit B, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that if the sum total of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its pro rata share of the actual PROJECT cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit B, whichever is less.

(a) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is TWO HUNDRED NINETY-SEVEN THOUSAND FORTY-EIGHT and 77/100 Dollars (\$297,048.77) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of SIX THOUSAND EIGHT HUNDRED SIXTY-TWO and 22/100 Dollars (\$6,862.22) for the PROJECT as summarized in Exhibit B.

2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of TWO HUNDRED NINETY THOUSAND ONE HUNDRED EIGHTY-SIX and 55/100 Dollars (\$290,186.55) for the PROJECT as summarized in Exhibit B.

3. It is further understood the SPONSOR'S local share of the PROJECT is in the amount of SIX THOUSAND EIGHT HUNDRED SIXTY-TWO and 21/100 Dollars (\$6,862.21).

(b) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of

carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit B.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit B.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(c) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is ZERO and 00/100 Dollars (\$0.00) as summarized in Exhibit B. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its percentage or pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Schedule of Payments (Exhibit B), whichever is less.
2. It is further understood that the SPONSOR'S local share of the Project is in the amount of ZERO and 00/100 Dollars (\$0.00).

3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

### **ARTICLE IX MONTHLY PAYMENT**

Payments by the DEPARTMENT shall be made upon the submission of a monthly and itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT. The payments by the DEPARTMENT for the work completed, as evidenced by the itemized voucher, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for PROJECT accomplishments in accordance with PROJECT progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

### **ARTICLE X FINAL PAYMENT**

It is further agreed that after completion of the work, the SPONSOR shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSOR specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSOR a sum equal to the amount of compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSOR. The DEPARTMENT's approval will be withheld only upon good and valid cause being shown.

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 claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

## **ARTICLE XI**

### **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 reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSOR agrees that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

## **ARTICLE XII**

### **TERM AND TERMINATION**

The Term of this Agreement shall be two (2) years from the Effective Date (the "Term"), unless terminated earlier in accordance with this Article XII (Term and Termination).

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 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.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

## **ARTICLE XIII**

### **PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on

the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Georgia Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents. Should any such information be released by the SPONSOR other than as set out above and without prior approval from the DEPARTMENT, the release of the same may be grounds for termination of the Agreement without indemnity to the SPONSOR.

#### **ARTICLE XIV SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

#### **ARTICLE XV 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. All suits arising out of or related to this Agreement shall be filed in the Superior Court of Fulton

County.

**ARTICLE XVI**  
**AUDIT REQUIREMENTS**

- A. State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit H, which is hereby made a part of this Agreement, as if fully set out herein.
- B. Federal Audit for Sponsors. The SPONSOR must provide 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 <https://harvester.census.gov/facweb>. Upon request of FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**ARTICLE XVII**  
**COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 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.
- B. 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.
- 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 D of this Agreement.
- D. Pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, 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.
- E. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of

Georgia Annotated, related to the “Georgia Security and Immigration Compliance Act” have been complied with in full, as stated in Exhibit I of this Agreement.

- F. 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.
- G. Exhibits A through K are attached hereto and incorporated herein by reference.
- H. IT IS FURTHER AGREED that if federal funds are included in the PROJECT, the SPONSOR shall comply and shall require its subcontractors to comply with the “**TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS**”, dated February 2020. A copy of the compliance document is available from the DEPARTMENT’S Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration.
- I. It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.
- J. It is FURTHER AGREED that the SPONSOR shall comply with the “Special Conditions” as stated in Attachment 1.
- K. FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsors Assurances, attached hereto and incorporated herein as Exhibit K, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.
- L. FAA Certifications. Prior to the issuance of the Notice to Proceed (“NTP”), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications as requested by the DEPARTMENT. SPONSOR shall comply with all requirements where necessary and as required therein.

## **ARTICLE XVIII**

### **MISCELLANEOUS**

- A. Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be

unreasonably withheld.

- B. Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by another Party with the terms and conditions of this Agreement.
- C. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.
- D. Time of the Essence. All time limits stated herein are of the essence of this Agreement.
- E. Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.
- F. Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- G. Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
- H. Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
- I. Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- J. 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.
- K. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement

between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

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

BY:

GEORGIA DEPARTMENT OF  
TRANSPORTATION:

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

\_\_\_\_\_  
COMMISSIONER

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

FULTON COUNTY:

DATE: 5/17/2024

DocuSigned by:  
*Robert L. Pitts*  
\_\_\_\_\_  
CHAIRMAN

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

THIS CONTRACT APPROVED BY:

FULTON COUNTY

AT A MEETING HELD AT:

141 Pryor Street, Atlanta, GA 30303

DATE: 5/21/2024

DocuSigned by:  
*Stephanie...*  
\_\_\_\_\_  
CLERK (SEAL)

58-6001729

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

STATE OF GEORGIA

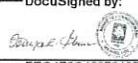
Fulton County

(Political Subdivision)

BE IT RESOLVED by Robert L Pitts and it is hereby resolved, that an agreement, relative to airport engineering for Fulton County with the Department of Transportation, State of Georgia and that the Honorable Robert L Pitts, as Chairman is hereby authorized and directed to execute the same for and on behalf of the Fulton County (Political Subdivision)

Passed and adopted, on this 05/15/2024.

ATTEST

DocuSigned by:  
  
 Clerk of (Political Subdivision)

DocuSigned by:  
Robert L. Pitts  
 Contracting Official & Title

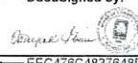
STATE OF GEORGIA

Fulton County

(Political Subdivision)

do hereby certify that I am custodian of the books and records of Board of Commissioners, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the Board of Commissioners on the date indicated above.

Witness by hand and official signature on 5/21/24.

DocuSigned by:  
  
 Clerk of (Political Subdivision)

**FULTON COUNTY EXECUTIVE AIRPORT-CHARLIE BROWN FIELD (FTY)  
ATLANTA, GEORGIA**

**EXHIBIT A  
SCOPE OF WORK**

**ENVIRONMENTAL ASSESSMENT – RUNWAY 8-28 IMPROVEMENTS, EMAS, RSA  
IMPROVEMENTS, and TAXIWAY I IMPROVEMENTS**

**GDOT Project Number AP024-9074-38(121) Fulton  
PID – T008664**

Fulton County will conduct an Environmental Assessment (EA) to assess the potential effects associated with the proposed Runway 8-26 Improvements (Proposed Action; project) at the Fulton County Executive Airport in Atlanta, Georgia.

The Proposed Action consists of projects that were included in the Airport's Master Plan to address and improve airport safety per FAA guidelines. The following projects are considered connected actions and are thus included as part of the proffered EA: Runway 8-26 Obstruction Clearing east of Fulton Industrial Boulevard; Runway 8-26 Extensions and installation of an Engineered Material Arresting System (EMAS) on the Runway 8 and 26 Ends; and Taxiway I Improvements. The Proposed Action shall incorporate tree clearing, safety area grading (including borrow pits), installation of culverts and MSE wall, installation of the EMAS System and lead-in ramp, the relocation of existing localizer beyond the new safety area limits, associated airfield electrical improvements, drainage improvements, markings, and erosion control. Design, permitting, and construction of projects included in this EA will be phased to accommodate airport operations and budget constraints. NEPA documentation for the initial phase of the Proposed Action (Phase I) will be included with the EA. Subsequent phases of the Proposed Action will be accompanied by a NEPA Change Memo, updated engineering plans, and permit documents that will be submitted to GDOT and FAA for approval prior to construction.

This EA will be developed in accordance with Federal Aviation Administration (FAA) Order 5050.4B, National Environmental Policy Act Implementing Instructions for Airport Actions; FAA Order 1050.1F, Environmental Impacts: Policies and Procedures; and uses FAA's Environmental Desk Reference for Airport Actions for guidance. Compliance with these orders and guidance ensures that the EA will meet the procedural and substantive environmental requirements set forth by the Council on Environmental Quality (CEQ) in its regulations implementing the National Environmental Policy Act of 1969 (NEPA), as amended (40 CFR 1500-1508).

The environmental analysis will address the potential effects of the Proposed Action and reasonable alternatives. Consultation and coordination with Federal, State, and local agencies will be conducted as appropriate and relevant correspondence, and meeting minutes, will be retained. Agency coordination letters will be prepared for FAA review and approval prior to submittal. Specifically, the EA will:

- Describe the Proposed Action.
- Describe the underlying purpose of and need for the Proposed Action.

- Detail the reasonable alternatives considered (including the No-Action Alternative).
- Describe the affected environment.
- Provide a discussion of the environmental consequences, including where applicable cumulative impacts, of the Proposed Action and reasonable alternatives.
- Identify and describe the impacts of reasonable mitigation measures that are deemed necessary.
- Provide for consultation with state and federal agencies, other organizations, and interested parties.
- Include relevant records, and
- Provide the opportunity for public comment.

### **Element 1 – Project Description and Purpose & Need**

In accordance with NEPA requirements and with FAA Order 5050.4B and FAA Order 1050.1F, the EA will include a concise description of the Proposed Action, with supporting justification for the project's purpose and need. The Purpose and Need Statement shall be submitted to the Sponsor, and FAA for review and approval.

### **Element 2 – Alternatives Analysis**

FAA Order 1050.1F requires an EA to include a discussion of alternatives that provides sufficient information for the decision maker to choose an option that meets the need for the Proposed Action and demonstrates reasoned decision-making. The EA also must consider the consequences of taking no action. The range of reasonable alternatives considered varies to a degree that is commensurate with the nature of the Proposed Action. The reasonableness of a proposed alternative depends upon the extent to which it meets the purpose and need for the Proposed Action. Multiple alternatives were previously considered during the development of the Fulton County Executive Airport Master Plan. Therefore, the alternatives analysis would be limited to the proposed Build Alternative and a No-Action Alternative. Two alternatives for the proposed project will be included:

- (1) the No-Action Alternative; and
- (2) the proposed Build Alternative (Runway 8-26 Phasing, Project A)

The Alternatives Analysis section will be conducted in consultation with the FAA and submitted to the FAA for review. Review comments will be addressed and appropriately revised section. At the time that all information to conduct the analysis is available, a detailed project schedule will be provided.

### **Element 3 – Affected Environment**

The EA will include an inventory of each environmental resource category that will describe the environmental setting of the Proposed Action. This background information will provide the basis for the evaluation of potential environmental impacts associated with Proposed Action. The environmental resource categories to be described will include the following:

- 1) Air quality
- 2) Biological resources (including fish, wildlife, and plants)
- 3) Climate
- 4) Coastal resources
- 5) Department of Transportation Act: Sec. 4(f) and 6(f) resources
- 6) Farmlands
- 7) Hazardous materials, solid waste, and pollution prevention

- 8) Historical, architectural, archeological, and cultural resources
- 9) Land use
- 10) Natural resources and energy supply
- 11) Noise and compatible land use
- 12) Socioeconomic impacts, environmental justice, and children's environmental health and safety risks
- 13) Visual effects (including light emissions)
- 14) Water resources (including wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers)

The Affected Environment section shall be prepared in consultation with the FAA, submitted for FAA review, and shall address any provided review comments.

#### **Element 4 – Environmental Consequences**

NEPA regulations require an EA to include the identification and description of the direct, indirect, and cumulative environmental impacts of the Proposed Action on natural, man-made, human, and socioeconomic resources. Direct impacts are environmental changes occurring as a result of the Proposed Action. Indirect impacts are those impacts that extend to the surrounding area from implementation of the Proposed Build Alternative. Cumulative impacts are impacts on the environment which result from the incremental impact of the action when added to other past, present, and foreseeable future actions regardless of what agency or person undertakes such other actions. Primary emphasis will be placed on potential impact categories such as air quality, noise, socioeconomic changes, threatened and endangered species, and stream and wetlands resources, which may be identified as key issues and/or which may have the potential to exceed thresholds of significance.

The Environmental Consequences section will be prepared in consultation with the FAA and submitted to the FAA review. Any provided review comments will be addressed.

The environmental consequences shall be based on existing design information. If additional design development or engineering analysis is required to determine the limits of anticipated impacts (e.g., for protected species surveys, impacts to waters of the U.S., impacts to buffered State waters, Environmental Site Assessments, etc.), it shall be provided under a separate Agreement. The following environmental impact categories shall be addressed in the EA as required by NEPA regulations and FAA Order 1050.1F:

- 1) Air quality
- 2) Biological resources (including fish, wildlife, and plants)
- 3) Climate
- 4) Coastal resources
- 5) Department of Transportation Act: Sec. 4(f) and 6(f) resources
- 6) Farmlands
- 7) Hazardous materials, solid waste, and pollution prevention
- 8) Historical, architectural, archeological, and cultural resources
- 9) Land use
- 10) Natural resources and energy supply
- 11) Noise and compatible land use
- 12) Socioeconomic impacts, environmental justice, and children's environmental health and safety risks

13) Visual effects (including light emissions)

14) Water resources (including wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers)

As defined by 40 CFR 1508.8(b), indirect impacts are "... caused by the action and are later in time or farther removed in distance but are still reasonably foreseeable." According to 40 CFR 1508.7, a cumulative impact is: "... the impact on the environment resulting from an action's incremental impacts when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions. Cumulative impacts can result from individually minor but collectively significant actions taking place over time." The context and intensity of impact is used to define the term "significantly." FAA Order 1050.1F presents FAA significance thresholds for many resources potentially affected by various FAA actions. The EA will include an Indirect and Cumulative Impacts (ICI) analysis of current, past, or reasonably foreseeable land use changes (e.g., re-zoning; local/regional Master Plans; Comprehensive Plans) potentially associated with the Proposed Action.

The Environmental Consequences chapter of the EA will include a general description of the type and nature of indirect and cumulative impacts that are anticipated from the Proposed Action and shall assess "significance" as defined in FAA Order 1050.1F. If the ICI analysis requires technical investigations beyond those associated with the Proposed Action, those additional Services will be provided under a separate Agreement.

#### **Element 5 – Public Involvement**

A public comment and public meeting process will be coordinated with the FAA. The following drafts will be submitted to the FAA prior to their release:

- (i) a "Notice of Availability" (NOA) of the Draft EA for public review and comment; and
- (ii) a "Notice of Opportunity" (NOO) for a Public Meeting on the Proposed Action.

The advertisements for the NOA and the NOO shall be placed in the local newspapers. The public comments received will be compiled together with draft responses to those comments. These comments and draft responses shall be provided to the FAA for review. These comments and draft responses may require EA revision. The compiled comments and the responses will be included in the Final EA as an appendix.

#### **Element 6 - Draft Environmental Assessment for Agency Review**

The Sponsor shall prepare a Draft EA document utilizing information developed for the projects included in the Proposed Action. The Draft EA will be submitted to the FAA for review and comments. A response to the Draft EA comments will be addressed for FAA approval. Up to twenty (20) copies of a completed Draft EA document will be made available for general distribution to the reviewing agencies.

#### **Element 7 - Final EA and Environmental Determination**

Following the distribution to the Draft EA to reviewing agencies and the receipt of agency comments, agency comments shall be addressed and provided to the FAA for review and approval. The Draft EA will be revised in accordance with the approved responses to

agency comments. Agency Comments shall be included in the Final EA along with the approved responses to those comments in the “Agency Comments” appendix of the Final EA.

Three (3) copies of the preliminary Final EA shall be submitted to the FAA for review, with a request that an Environmental Determination be made. Upon receipt of the Environmental Determination, up to twenty (20) copies of the Environmental Determination will be prepared and distributed to the FAA and reviewing agencies.

### **Element 8 – AGENCY COORDINATION AND AIRPORT / AGENCY MEETINGS**

Immediately following receipt of a Notice to Proceed (NTP) notification to resource and regulatory agencies having potential involvement in the Proposed Action will be prepared and transmitted. Continued coordination shall be maintained with the applicable agencies as needed throughout the NEPA analysis and preparation of the EA document.

The FAA shall handle coordination with SHPO and tribes. Monthly teleconference meetings to discuss the progress of the environmental analysis and documentation and to highlight any concerns raised during the NEPA process shall be conducted. The intent is that these meetings shall be attended by the Sponsor, FAA, and the Sponsor’s Consultant. One (1) Public Agency Review teleconference will be attended during the study to provide technical information to Federal, State, and local agencies and to obtain regulatory guidance from those agencies.

### **ELEMENT 9 - Additional Services:**

If required, the following services will be provided:

- Preliminary FEMA Floodplain/Floodway Analysis
- Ecology Resources Identification and Assessment of Effects Wetlands and Waters Identification and Assessment
  - State-Mandated Buffer Identification and Assessment
  - Protected Species Surveys
  - Section 7 Endangered Species Act (ESA) Consultation
  - State Protected Species Consultation
- Cultural Resources Surveys, and Section 106 NRHP Assessment of Effects
- Department of Transportation (DOT) Act Section 4(f) and 6(f) Evaluations
- Environmental Site Assessment (ESA); Environmental Due Diligence Audit (EDDA)
- Consultation with Federal, Tribal, State, or local officials in accordance with the Safe Drinking Water Act
- Environmental Permitting Activities and/or Mitigation Planning.
  - Metropolitan River Protection Act
  - Section 404 Permitting
  - State Buffer Variance Application (BVA)
  - Compensatory Mitigation Calculations (404 and BVA)
  - FEMA Floodplain Coordination (not included in environmental SOW - included as part of Engineering SOW)
- Public Hearing Open House (PHOH) Meeting
- Noise Analysis, ESA
- Air Quality Analysis

FULTON COUNTY EXECUTIVE AIRPORT-CHARLIE BROWN FIELD  
ATLANTA, GA

EXHIBIT B

SCHEDULE OF PAYMENTS

GDOT PROJECT NUMBER: AP024-9074-38(121) FULTON  
PID-T008664

ENVIRONMENTAL ASSESSMENT – RUNWAY 8-28 IMPROVEMENTS, EMAS, RSA IMPROVEMENTS, and TAXIWAY I IMPROVEMENTS

ELEMENT	DESCRIPTION	TOTAL COST	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
<b>Part 1 Federal Funds FY21 - SBCG-038-2021</b>								
1	Purpose and Need	\$4,680.00	90%	\$4,212.00	10%	\$468.00	0%	\$0.00
2	Alternatives Analysis	\$17,856.00	90%	\$16,070.40	10%	\$1,785.60	0%	\$0.00
3	Affected Environment	\$17,996.00	90%	\$16,196.40	10%	\$1,799.60	0%	\$0.00
4a	Environmental Consequences	\$126,134.65	90%	\$113,521.20	10%	\$12,613.45	0%	\$0.00
	<b>Total Part 1 Federal Funds FY21</b>	<b>\$166,666.65</b>		<b>\$150,000.00</b>		<b>\$16,666.65</b>		<b>\$0.00</b>
<b>Part 2 Federal Funds FY23 - SBCG-059-2023</b>								
4b	Environmental Consequences	\$62,575.33	90%	\$56,317.80	0%	\$0.00	5%	\$3,128.77
5	Public Involvement	\$7,560.00	90%	\$6,804.00	0%	\$0.00	5%	\$378.00
6	Draft EA for Agency Review	\$12,748.00	90%	\$11,473.20	0%	\$0.00	5%	\$637.40
7	Final EA and FONSI	\$15,402.00	90%	\$13,861.80	0%	\$0.00	5%	\$770.10
8	Agency Coordination & Meeting	\$3,755.00	90%	\$3,379.50	0%	\$0.00	5%	\$187.75
9	Supplemental Services	\$35,204.00	90%	\$31,683.60	0%	\$0.00	5%	\$1,760.20
	<b>Total Part 2 Federal Funds FY23</b>	<b>\$137,244.33</b>		<b>\$123,519.90</b>		<b>\$0.00</b>		<b>\$6,862.22</b>
	<b>TOTAL PROJECT COSTS</b>	<b>\$303,910.98</b>		<b>\$273,519.90</b>		<b>\$16,666.65</b>		<b>\$6,862.22</b>

Federal Grant and FAIN #	Award Date	Amount	Fund Source	Activity Code
3-13-SBCG-038-2021	7/8/2021	\$150,000.00	22160	AVNP
3-13-SBCG-038-2021	7/8/2021	\$16,666.65	22160	AVAP
3-13-SBCG-059-2023	8/4/2023	\$123,519.90	22184	AVNP
STATE FY24	N/A	<del>\$6,862.22</del>	01235	AVIA
Total Maximum Obligation of Federal and State Funds this Contract:		\$297,048.77		

## 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 Aviation 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 Aviation 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 Aviation 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 Aviation 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.

**EXHIBIT D**

**CERTIFICATION OF SPONSOR**

**DRUG-FREE WORKPLACE**

I hereby certify that I am the duly authorized representative of FULTON COUNTY ("Sponsor" or "contractor") whose address is 141 PRYOR STREET, ATLANTA, GA 30303, 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 contractor's employees during the performance of the contract; and
- (3) Each subcontractor hired by the contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor 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.

5/17/2024

Date

DocuSigned by:

Robert L. Pitts

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Signature

## EXHIBIT E

### CERTIFICATION OF SPONSOR

I hereby certify that I am the chairman and duly authorized representative of FULTON COUNTY whose address is 141 PRYOR STREET, ATLANTA, GA 30303. 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.

5/17/2024

Date

DocuSigned by:

Robert L. Pitts

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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 chairman and duly authorized representative of FULTON COUNTY, whose address is 141 PRYOR STREET, ATLANTA, GA 30303, 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.

5/17/2024

Date

DocuSigned by:  
  
 FBFF488FD2A74ED... Signature

DocuSigned by:  
  
 EEC476C4837648D... (SEAL)  
 Clerk

## Instructions for Appendix 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 Appendix C.
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, 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 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.

## EXHIBIT H

### CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of FULTON COUNTY whose address is 141 PRYOR STREET, ATLANTA, GA 30303, 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.

5/17/2024

Date

DocuSigned by:  
*Robert L. Pitts*  
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Signature



**EXHIBIT I**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	FULTON COUNTY
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T008664/AP024-9074-38(121) Fulton Environmental Assessment – Runway 8-28 Improvements, EMAS, RSA Improvements, and Taxiway I Improvements at the Fulton County Executive Airport - Charlie Brown Field in Atlanta, GA

**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:

51421  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

7/1/2007  
Date of Authorization

FULTON COUNTY  
Name of Contractor

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

Robert L Pitts  
Printed Name (of Authorized Officer or Agent of Contractor)

Chairman  
Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:  
Robert L. Pitts  
Signature (of Authorized Officer or Agent)

5/17/2024  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 5/21/2024

DocuSigned by:  
 [NOTARY SEAL]  
Notary Public

My Commission Expires: July 18, 2026

## 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 Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;
  - (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 Sexual Harassment Training for Employees Modules 1 6 - YouTube 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 Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;
  - (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 Sexual Harassment Training for Employees Modules 1 6 - YouTube 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: DocuSigned by:  
*Robert L. Pitts*  
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Name: Robert L. Pitts

Position: Chairman

Company: FULTON COUNTY

**EXHIBIT K**  
**FAA Airport Sponsor Assurances**

FAA Airport Sponsor Assurances shall begin on the following pages.



**FAA  
Airports**

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. 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.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

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

#### 1. General Federal Requirements

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

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. 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).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- 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. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 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.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 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.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

### ***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup>These laws do not apply to airport planning sponsors.

<sup>2</sup>These laws do not apply to private sponsors.

<sup>3</sup>2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **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.

### **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 project; that a resolution, motion or similar action has been duly adopted or passed as an official act of 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 project 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. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. 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.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. 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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. 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 these assurances for the duration of these assurances.
- f. 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

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

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## 18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## 19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it 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 and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. 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. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. 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.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Name of 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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, project, 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, project, or program.
- f. 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.
- g. 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.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which 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.

#### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Application Date].

#### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

#### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
FULTON COUNTY	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Robert"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Pitts"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Chairman"/>	
* SIGNATURE: <input type="text" value="Robert L. Pitts"/> <small>DocuSigned by: FBFF488FD2A74ED...</small>	* DATE: <input type="text" value="5/17/2024"/>

## **ATTACHMENT 1 SPECIAL CONDITIONS**

**Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA or State has received the consultant contract, the Sponsor's cost analysis, and the independent fee estimate.

**Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the State/FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

