Coweta County Water & Sewerage Authority
Meeting Agenda

Wednesday, March 29, 2023
Board Room
Meeting Time: 9:00 A.M.

Approx Time	Agenda Item	Presenter
9:00 a.m.	Call to order	Chairman Bartlett

Pledge of Allegiance
Invocation

Approval of minutes from the March 1, 2023 meeting

Business

Approval of Intergovernmental Agreement with Coweta County on ARPA Funds	Jay Boren
Update on Operations	Rick Jones
Update on Human Resources	Mandy Sledd
Update on Customer Care/Information Technology	Alan Sibley
Monthly Report	Roger Dawson

Agenda Additions:
Executive Session
Litigation / Real Estate/ Personnel

Adjournment

Next Board Meeting Wednesday, April 26, 2023 at 9:00AM

STATE OF GEORGIA
COUNTY OF COWETA

INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY, GEORGIA AND THE COWETA COUNTY WATER & SEWERAGE AUTHORITY REGARDING A WATER AND SEWER INFRASTRUCTURE PROJECT

THIS AGREEMENT entered into this ________ day of ________________________, 2023, between Coweta County, Georgia (hereinafter the "County") and the Coweta County Water and Sewerage Authority (hereinafter the "Authority").

PREAMBLE:

WHEREAS, on March 11, 2021, The American Rescue Plan Act of 2021 (hereinafter "ARPA") was enacted through which the County received an allocation of Coronavirus State and Local Fiscal Recovery funds from the U.S. Treasury ("Treasury"); and

WHEREAS, the County asserts that it has the requisite funding and authority to enter into and carry out its obligations under this agreement with the Authority; and

WHEREAS, the County has determined that an investment in water and sewer infrastructure in Coweta County, Georgia is an authorized use of ARPA funds; and

WHEREAS, the Authority operates and maintains the County's water and sewer system and currently provides water and wastewater service in unincorporated areas of the County, as well as makes future improvements to said water and sewer system and constructs additions thereto; and

WHEREAS, the Authority agrees to comply with the U.S. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (hereinafter "Terms"), attached and incorporated herein as "Exhibit A", and to comply with the Final Rule (hereinafter "Final Rule"); and

WHEREAS, the Authority asserts that it has the power and is authorized to operate a water and sewer system and to provide said services pursuant to the Ga. Laws 1979, p. 4447, as amended, and the requisite power and authority under applicable laws to carry out its obligations under this Agreement with the County.

NOW, THEREFORE, in consideration of mutual promises and undertakings as hereinafter set forth, the Parties agree as follows:

1) **Purpose**. The purpose of this Agreement is to provide the Authority with FIVE MILLION DOLLARS ($5,000,000) for a Water and Sewer Infrastructure Project (hereinafter "Infrastructure Project") to offset the cost of a larger Clean Water State Revolving Fund (CWSRF) project the Authority is undertaking that has an estimated budget of $58,352,583, with an estimated project start date of March 15, 2023, and estimated completion date of March 15, 2026.

2) **<u>Scope of Work</u>**. Following the execution of this Agreement, the Authority will expend the FIVE MILLION DOLLARS ($5,000,000) on the Infrastructure Project to increase treatment capacity inclusive of the following activities as presented to the County by the Authority:

> The expansion project will increase the Shenandoah Wastewater Treatment Plant (1519 Poplar Road) treatment capacity from two (2) Million Gallons per Day (MGD) to six (6) MGD. The project includes improvements to the existing influent pump station, new headworks, new aeration blower/electrical building, new BNR aeration basin, improvements to the existing aeration basin (fine bubble diffusers, mixers, and BNR), new final clarifiers, new RAS/WAS pump station, additional (new) tertiary filters, new UV disinfection, new cascade (post) aeration, conversion of the existing final clarifiers to aerobic digesters, new solids handling facilities, chemical feed systems, miscellaneous yard piping, electrical, controls and SCADA improvements.

3) **<u>Term</u>**. This Agreement shall begin on the Effective Date and shall expire on the sooner of December 31, 2026, or ninety (90) days from the date upon which the Authority receives final reimbursement from the County.

4) **<u>Funding</u>**. In consideration of the Authority's performance of the Scope of Work, the County agrees to remit a payment of FIVE MILLION DOLLARS ($5,000,000) to the Authority towards the Infrastructure Project in accordance with the submitted activities, CWSRF regulations, Terms, and the Final Rule. The Authority shall request reimbursement from the County on a quarterly basis, based upon actual cash outlays the Authority disbursed on Infrastructure Project activities to qualified vendors up to the FIVE MILLION DOLLARS ($5,000,000) in ARPA funding allocated to the Infrastructure Project by the County.

   The Authority shall not submit costs for reimbursement as part of this Infrastructure Project that have been submitted for reimbursement from other Federal, State, Local, or other funding sources.

   If, during the term of this Agreement, the Authority determines it will not be able to utilize the entire FIVE MILLION DOLLARS ($5,000,000) for ARPA-eligible expenditures for this Infrastructure Project, the Authority will notify the County as soon as the determination is made.

5) **<u>Project Duration</u>**. The Authority shall commence performance of this Agreement as soon as practicable with the goal of completing the project in accordance with timelines established by the Final Rule. This means that the funds available to the Authority under this Agreement must be obligated no later than December 31, 2024, and expended no later than December 31, 2026.

6) **<u>Records and Reporting</u>**. The Authority shall maintain accurate project and financial records regarding the Infrastructure Project and shall submit to the County, upon request, such information as is required in order to assure compliance with all applicable Federal, State, and local laws and regulations, as well as requirements under the Terms, the Final Rule, and the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part

200. The Authority agrees to provide sufficient access to the County to inspect and audit records and information related to performance of this Agreement as may be reasonably required. Such records shall be available for review during the period of this Agreement and for three (3) years from the date of final reimbursement under this Agreement.

The Authority will provide the County with documentation supporting payment of ARPA-eligible expenditures. Expenditures incurred prior to March 3, 2021 are not eligible for reimbursement.

The Authority will provide the County with quarterly progress reports for the Infrastructure Project no later than the 10th business day following each calendar quarter on its use of funds. The progress report shall comply with the reporting requirements listed in each quarterly update of the Treasury's Project and Expenditure Report User Guide available on the Treasury website. This information shall include, but not be limited to:

a. Status of Completion
   1. (Not Started, Completed <50%, Completed >50%, Completed)
b. Projected/actual construction start date
c. Projected/actual initiation of operations date
d. Location Type
e. Location Details
f. Public Water System (PWS) ID Number
g. National Pollutant Discharge Elimination System (NPDES) Permit Number
h. Median Household Income of service area
i. Lowest Quintile Income of the service area
   1. For median income and lowest quintile income of Census Tracts and other geographic areas, recipients should refer to the most recent American Community Survey 5-year estimates available through the Census website.

7) **Ownership of Infrastructure**. The Authority shall retain all ownership interest and rights in the materials, equipment, supplies, and facilities constructed and deployed in connection with the Infrastructure Project.

8) **Notice of Violation or Default and Termination.**

a) In the event the County believes the Authority has not complied with the material terms of the Agreement, it shall notify the Authority in writing with specific details regarding the exact nature of the alleged noncompliance or default.

b) The Authority shall have forty-five (45) days from the receipt of the County's written notice: (1) to respond to the County, contesting the assertion of noncompliance or default; or (2) to cure such default; or (3) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

c) The County may terminate this Agreement with thirty (30) days written notice for material breach by the Authority that the Authority fails to cure as provided in Section

8(b). Upon termination by the County, the County shall compensate the Authority for work performed up to the date of termination.

d) The County may terminate this Agreement for convenience with sixty (60) days written notice. Upon termination by the County, the County shall compensate the Authority for work performed up to the date of termination.

9) **Indemnification**. Unless prohibited under applicable law, the County and the Authority agree to defend, indemnify and hold each other, and each other's lenders, parent companies, affiliates, officers, directors, agents and employees, harmless from and against any and all claims, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and court costs) on account of any claim by a third party for bodily injury or property damage against the indemnified party to the extent caused by the negligent act or omission, or willful misconduct of, or breach of this Agreement by, the indemnifying party or the indemnifying party's employees, contractors, subcontractors or agents, in connection with the performance of their respective obligations under this Agreement.

10) **Insurance**. The Authority must maintain the following insurance coverage during the term of the Infrastructure Project:

a. General Liability coverage in an amount not less than $1 million per occurrence and $2 million aggregate, including products and completed operations. Coweta County, Georgia shall be added as an additional insured.
b. Workers compensation coverage with employers' liability limits at statutory minimums.
c. Automobile Liability including non-owned automobile liability of not less than $1 million.

A waiver of subrogation shall be added to the General Liability and Workers compensation policies in favor of Coweta County, Georgia. Said insurance shall be primary to any insurance maintained by the County. Certificates of insurance for required coverage must be provided as requested by the County.

11) **Entire Agreement**. This Agreement, and any attachments hereto, embodies the entire understanding and agreement of the County and the Authority with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. To the extent any local ordinance, regulation, or policy conflicts with or otherwise imposes obligations different from the provisions of this Agreement, the County and the Authority agree to engage in good faith negotiations to amend this Agreement as reasonably necessary to preserve the Parties' bargained-for-rights hereunder and otherwise give effect to the Parties' intent.

12) **Compliance with Federal, State and Local Laws**. In its operations under this Agreement, both Parties shall comply and shall ensure that any subcontractors comply with all applicable local, State, and Federal laws and regulations, including but not limited to the following, as may be applicable:

a. Final Rule;

b. Equal Employment Opportunity as provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;
c. Copeland "Anti-Kickback" Act, as supplemented by Department of Labor regulations "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States";
d. Contract Work Hours and Safety Standards Act;
e. Clean Air Act, as amended
f. Federal Water Pollution Control Act, as amended
g. Debarment and Suspension, Executive Orders 12549 and 12689;
h. Byrd Anti-Lobbying Amendment, 31 USC 1352;
i. Georgia Security and Immigration Compliance Act;
j. Title VI of the Civil Rights Act (1964), as amended, and 23 CFR 200;
k. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving;
l. Executive Order 13043, Encourage adoption of the on-the-job seat best policies and programs for employees when operating company-owned, rented, or personally-owned vehicles;
m. Whistleblower Protection, 47 USC 4712
n. Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200

13) **<u>Force Majeure</u>**. Neither the County nor the Authority shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, quarantine restrictions, material shortages, pandemics, strikes, freight embargoes, or unusually severe weather.

14) **<u>Limitation of Liability.</u>** Subject to the following sentence, neither the Authority nor the County shall be liable to the other for any indirect, consequential, exemplary, incidental or punitive damages, including loss of use or lost business, revenue, profits, or goodwill, arising in connection with this Agreement, even if the party knew or should have known of the possibility of such damages. This section does not apply to and shall not limit: (a) either party's indemnification obligations under Section 9, or (b) damages attributable to criminal misconduct, willful misconduct or gross negligence of a party.

15) **<u>No Third-Party Beneficiaries</u>**. This Agreement is intended for the benefit of the Parties only and nothing contained herein will be deemed to give any third party any intended or incidental claim or right of action that does not otherwise exist without regard to this Agreement, against either Party.

16) **<u>Governing Law and Venue</u>**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. The Parties agree and consent that any dispute involving this Agreement shall be heard in the Superior Court of Coweta County, Georgia.

17) **Notices**. Any notice required under this Agreement shall be provided via U.S. Mail and Email to the following addresses:

Authority:

Coweta Water and Sewerage Authority
Attn: Jay Boren, CEO
545 Corinth Road
Newnan, Georgia 30263
jboren@cowetawater.com

County:

Coweta County, Georgia
Attn: County Administrator
22 East Broad Street
Newnan, Georgia 30263
mfouts@coweta.ga.us

18) **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

19) **Modification**. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Authority.

20) **No Waiver of Rights**. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, the County or the Authority may have under federal or state law unless such waiver is expressly stated herein.

21) The recitals above are incorporated into the terms of this Agreement and made a part hereof by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the date set forth below:

Coweta County, Georgia:

By: ____

Name: ______________________________________

Title _______________________________________

Date: ____

Attest:

____

Coweta Water and Sewerage Authority:

By: _______________________________________

Name: ____________________________________

Title: _____________________________________

Date: ______________________________________

EXHIBIT A

U.S. Treasury Coronavirus Local Fiscal Recovery Fund Award
Terms and Conditions

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 060654159
Coweta County, Georgia 22 East Broad Street Newnan, Georgia, 30263	Taxpayer Identification Number: 586000809 Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

DocuSigned by:

Michael Fouts

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Authorized Representative: Michael Fouts

Title: County Administrator

Date signed: 5/12/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

      ix. Generally applicable federal environmental laws and regulations.

   c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

      i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Coweta County, Georgia — 5/12/2021

Recipient — Date

DocuSigned by:

Michael Fouts

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Signature of Authorized Official

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