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Monday, August 5, 2019

5:30 PM

Council Chamber Room

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**Regular Meeting of the Warner Robins City Council**

**Presiding:** Mayor Randy Toms

**City Officials Present:**

Councilman Larry Curtis  
Councilman Keith Lauritsen  
Councilman Daron Lee

Councilman Clifford Holmes  
Councilman Tim Thomas

**Absent:** Councilwoman Carolyn Robbins

**Opening Prayer:** Councilman Holmes

**Pledge of Allegiance:** Councilman Lee

**Call to Order:** 6:03 pm

**Adoption of the Agenda:** Councilman Holmes Thomas moved to adopt the agenda with the addition of **Action Item 13. Purchasing Bids.** Councilman Curtis seconded the motion. Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for adoption of the agenda.

**Proclamations, Awards and Presentations:**

**Action Items:**

Action Item 1	Presentation of Minutes
The minutes of the regular meeting of July 15, 2019 were presented for approval.	
Motion:	Councilman Curtis moved to approve the minutes of the regular meeting of July 15 2019
Second:	Councilman Holmes.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of the minutes.

Action Item 2	Motion-Appointment-To Joint Development Authority
Councilman Curtis made a motion to appoint David Cooke to the Joint Development Board and to re-appoint Tim Thomas to the Joint Development Board.	
Motion:	Councilman Curtis
Second:	Councilman Lee
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval.

Action Item 3	Purchasing Bids
Purchasing Bid List items, attached hereto, were presented for approval.	
Motion:	Councilman Lauritsen
Second:	Councilman Lee
Outcome:	Councilmen Curtis, Holmes, Lauritsen, Lee, and Thomas voted for approval of the bid list.

Action Item 4	Department Director Appointment-Police Department
Mayor Randy Toms recommends the appointment of Acting Chief, John Wagner, Jr. as the Police Chief of the City of Warner Robins to be effective August 5, 2019.	
Motion:	Mayor Toms
Second:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of the appointment.

<b>Action Item 5</b>	<b>Motion – Revocation of Occupation Tax Permit</b>
Councilman Curtis made a motion to uphold the Revocation of Occupation Tax Permit for Limitless Hope, LLC.	
Motion:	Councilman Curtis
Second:	Councilman Thomas.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted to uphold the motion.

<b>Action Item 6</b>	<b>Resolution – Municipal Advisory Agreement</b>
A Resolution authorizing Mayor Randy Toms to execute an amendment to the said agreement with Terminus Municipal Advisors to provide services developing comprehensive operational and financial reviews and implementing a strategic plan to address management issues, as more specifically set forth in said amendment.	
Motion:	Councilman Holmes moved to approve the Resolution.
Second:	Councilman Lee
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval.

<b>Action Item 7</b>	<b>Resolution – Lease Agreement with Development Authority of Warner Robins; Perkins Field property</b>
A Resolution authorizing Mayor Randy Toms to execute a Lease agreement with the Development Authority of the City of Warner Robins and Woda Cooper Development, Inc. pending the lifting of the grant.	
Motion:	Councilman Lee moved to approve the Resolution.
Second:	Councilman Holmes.
Outcome:	Councilmen Lee, Thomas, Holmes and Curtis voted for approval. Mayor Toms and Councilman Lauritsen were opposed.

<b>Action Item 8</b>	<b>Russell Parkway Proposed Overlay Zone (Discussion)</b>
Councilman Thomas proposed the Russell Parkway Overlay Zone to be taken to the next Planning and Zoning meeting scheduled.	
Motion:	N/A
Second:	N/A
Outcome:	N/A

<b>Action Item 9</b>	<b>Vacant Lots (Discussion)</b>
Motion:	N/A
Second:	N/A
Outcome:	N/A

<b>Action Item 10</b>	<b>Rezoning Petition– Al and Fattemeh Dehnad/from C-1[Neighborhood Commercial][City] to the zoning of C-2[General Commercial][City].</b>
Al and Fattemeh Dehnad , requested rezoning of property totaling 1 acre located at Lakeview Rd. from the zoning of C-1[Neighborhood Commercial][City] to the zoning of C-2[General Commercial][City]. The Planning and Zoning Commission has denied this request and its recommendation forwarded to the Mayor and Council of the City of Warner Robins for final approval of the denial.	
Motion:	Councilman Lauritsen moved to uphold The Planning and Zoning Commissions decision to deny rezoning.
Second:	Councilman Thomas
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval.

Action Item 11	Resolution – Employee Promotions
<p>The following employees were recommended for promotions by their respective department:</p> <ul style="list-style-type: none"> <li>Robert Welch, promoted from Utilities Locator, Job Class #962, Grade 14, Utility Department, to Utility Locate Crewleader, Job Class #977, Grade 16, Utility Department, to be effective August 12, 2019.</li> </ul>	
Motion:	Councilman Holmes moved to approve the Resolution.
Second:	Councilman Curtis.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval.

Action Item 12	Ordinance #22-19– City Classification Plan
<p>Ordinance #22-19 of Mayor and Council of the City of Warner Robins recommending the following changes to the City of Warner Robins Personnel Classification Plan:</p> <ul style="list-style-type: none"> <li>Reclassify the position of Crime Scene Investigator, Job Class #624, Grade 14, Police Department, to Grade 15. Incumbent to receive a 10% pay increase.</li> </ul>	
Motion:	Councilman Lee moved to approve the Ordinance #22-19 and waive the second reading.
Second:	Councilman Lauritsen.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval.

Action Item 13	Personnel Issue/ALJ Decision
A motion was made for Mayor and Council to overturn the decision of the Administrative Law Judge in the personnel matter to reinstate Mr. Ernest Williams subject to the conditions of Human Resources.	
Motion:	Councilman Thomas moved to approve the reinstatement of Mr. Ernest Williams
Second:	Councilman Holmes.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval.


**Closed Session:** During the Pre-Council work session, Mayor Toms requested a motion to enter into an executive session to discuss personnel, litigation and real estate. Councilman Lauritsen moved for an executive session to discuss personnel, litigation and real estate; Councilman Holmes seconded the motion. Councilmen Curtis, Holmes, Lauritsen, Lee, and Thomas approved of the motion. The Pre-Council meeting closed at 5:21pm; the closed session ended at approximately 5:58 pm., City Clerk is in possession of closed session minutes.

**Pre-Council Comments regarding agenda items:** David Reid, Jim Taylor, Robin Gosline, Lee Wingate, Bill Harte, Tim Thornton, Mr. Sledge, David Chiless

**Citizen Comments:** Gary Mendel, Karen Sisk, Cynthia Statham, James Emyzcheck, Cody Smith, Rosa Doggart, Rutha Jackson, Zach Collins

**Adjournment:** 6:48 p.m.

**Next Regular Council Meeting:** Monday August 19, 2019




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Mandy Stella  
Assistant City Clerk

CITY OF WARNER ROBINS  
STATE OF GEORGIA

RESOLUTION

WHEREAS, the 21<sup>st</sup> Century Partnership has made significant contributions in support of the Middle Georgia Community and Robins Air Force Base; and

WHEREAS, the Mayor and Council of the City of Warner Robins desire to continue the City's support of the 21<sup>st</sup> Century Partnership and deem this support to be in the best interest of the City;

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Warner Robins hereby authorize a contribution to the 21<sup>st</sup> Century Partnership as budgeted for in FY 2020 in the amount of fifty-two thousand two hundred forty-six and 24/100 dollars (\$52,246.24) and this item shall be charged to budget line item 10.01.01595.52351, Dues & Memberships.

This 19th day of August 2019.

CITY OF WARNER ROBINS

By:   
Randy Toms, Mayor

Attest:

  
Mandy Stella, Acting City Clerk

**CITY OF WARNER ROBINS**  
GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943  
"A CITY OF CHARACTER"  
MEMORANDUM

TO: MANDY STELLA

**MAYOR**  
Randy Toms

FROM: SHERRI WINDHAM – DIRECTOR, COMMUNITY DEVELOPMENT

**MEMBERS OF COUNCIL**

DATE: AUGUST 14, 2019

SUBJECT: AGENDA FOR MAYOR AND COUNCIL MEETING

**Post 1**  
Daron Lee  
**Post 2**  
Carolyn Robbins  
**Post 3**  
Keith Lauritsen  
**Post 4**  
Tim Thomas  
**Post 5**  
Clifford Holmes, Jr.  
**Post 6**  
Mike Davis

**CITY CLERK**  
Kathy Opitz  
Interim

**CITY ATTORNEY**  
James E. Elliott

Please place the following items on the agenda for the next Mayor and Council Meeting:

**The Planning & Zoning Board recommends approval the following applications as submitted.**

1. Deborah Norris – 234 Briarcliff Road – request permission to operate a child care business as a home occupation.
2. Dirk K. Hamilton – 117 Melody Lane – request permission to operate a wood working craft business as a home occupation.
3. Nakita E. Ford – 113 Greenspan Way – request permission to operate a jewelry sales business as a home occupation.
4. Michele Spearman – 305 Raleigh Drive – request to operate a pool cleaning business as a home occupation.
5. Brian K. Carroll – 711 Sark Drive – request to operate a lawn care business as a home occupation.
6. Lisa R. Jones – 6080 Lakeview Road, Apt. 2806 – request to operate a cleaning business as a home occupation.
7. Selmar Fernando Jimenes – 102 Chauncey Street– request permission to operate a painting business as a home occupation.

cc: Mayor Randy Toms  
Attorney Jim Elliott

**STATE OF GEORGIA  
CITY OF WARNER ROBINS**

**RESOLUTION**

**WHEREAS**, the Secretary of Transportation and the Commissioner of the Georgia Department of Transportation are authorized to make grants for transportation planning projects; and

**WHEREAS**, the contract for financial assistance imposes certain obligations upon the applicants, including the provision by it of the twenty percent local share of project costs; and

**WHEREAS**, federal highway planning funds in the amount of \$77,300.00 are available from the Federal Highway Administration for the period of July 1, 2019 through June 30, 2020 to assist local governments in conducting transportation planning.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Warner Robins, acting in their capacity as the designated Metropolitan Planning Organization (MPO), that they do hereby:

- (1) Approve matching funds in the amount of \$19,325.00, of which 55.40% will be reimbursed by other local government participants; and
- (2) Authorize Mayor Randy Toms to furnish all relevant information and execute necessary documents for the administering of this project on behalf of the City; and
- (3) Authorize Mayor Randy Toms to enter into a contract with the Middle Georgia RC to provide planning data services and studies, as required by the MPO; not to exceed \$13,500.00

**BE IT FURTHER RESOLVED**, that Randy Toms, Mayor of the City of Warner Robins, is duly authorized to execute this Resolution for himself and on behalf of the Council.

This 19 day of August, 2019.

**CITY OF WARNER ROBINS, GEORGIA**

BY: Randy Toms  
RANDY TOMS, MAYOR

ATTEST:

Mandy Stella  
MANDY STELLA, ACTING CITY CLERK

**METROPOLITAN TRANSPORTATION  
PLANNING SERVICES CONTRACT**

**CITY OF WARNER ROBINS**

**FHWA METROPOLITAN PLANNING PROGRAM**

**PLANNING (PL) FUNDS  
FISCAL YEAR (FY) 2020**

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205**

**FEDERAL-AID PARTICIPATING PROJECT**

**PI Number 0016563-PLN**

**Enter Contract ID #**

<b>Federal Share 80%</b>	<b>\$77,300.00</b>
<b><u>Local Match Share 20%</u></b>	<b><u>\$19,325.00</u></b>
<b>Total Contract Cost</b>	<b>\$96,625.00</b>

**METROPOLITAN TRANSPORTATION PLANNING SERVICES CONTRACT**

**Between the**

**DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

**ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW**

**ATLANTA, GEORGIA 30308**

**and the**

**CITY OF WARNER ROBINS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the City of Warner Robins, organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS, the DEPARTMENT is recognized by the United States Department of Transportation as the agency responsible for cooperative, comprehensive, continuing transportation planning pursuant to the provisions of Fixing America's Surface Transportation Act (FAST Act) of 2015, 23 U. S. C. Section 134, the Federal Transit Act, 49 U.S.C. Section 5303; and relevant amendments and subsequent legislation pertaining thereto; and

WHEREAS, the DEPARTMENT is authorized under O.C.G.A. § 32-2-2(7) to "accept and use federal funds...; and to do all things necessary, proper, or expedient to achieve compliance with the provision and requirements of all applicable federal-aid acts and programs"; and

WHEREAS, the DEPARTMENT is responsible for developing a workable formula for distributing the apportionment of planning funds pursuant to 23 U.S.C § 104 (d); and

WHEREAS, the DESIGNATED AGENCY is an approved metropolitan planning organization responsible for carrying out the transportation planning process in its urbanized area in accordance with 23 U.S.C. § 134; and

WHEREAS, the DESIGNATED AGENCY has developed its Unified Planning Work Program for Fiscal Year 2020, which describes its transportation planning priorities for Fiscal Year 2020 that are funded by FHWA-PL and FTA 5303 planning funds; and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services, which will consist of providing the DESIGNATED AGENCY

with information for the continuing transportation planning process as set forth in **Exhibit D, "Work Program, Fiscal Year 2020"** (hereinafter referred to as the "PROJECT").

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

## **ARTICLE I**

### **SCOPE AND PROCEDURES**

The scope and procedure of the PROJECT shall be that stated in the Work Program, which is affixed to this Agreement under the label of **Exhibit D**, entitled "Work Program, Fiscal Year 2020", the same as if fully set forth herein. The DESIGNATED AGENCY shall perform or cause to be performed the services to accomplish the PROJECT, the work for which is set forth in the aforementioned **Exhibit D, "Work Program, Fiscal Year 2020"**.

The DESIGNATED AGENCY shall perform the PROJECT activities, and shall do so under such control and supervision by the DEPARTMENT as the DEPARTMENT may deem appropriate.

The DEPARTMENT shall perform the services incumbent upon it as stated in **Exhibit D, "Work Program, Fiscal Year 2020"**.

## **ARTICLE II**

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

The DESIGNATED AGENCY shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

## **ARTICLE III**

### **REVIEW OF WORK**

Authorized representatives for the DEPARTMENT and the Federal Government may at all reasonable times review and inspect the PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the DESIGNATED AGENCY, shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for

inspection and review at all reasonable times. Acceptance shall not relieve the DESIGNATED AGENCY of its professional obligation to correct, at its own expense, any of its errors in the work.

#### ARTICLE IV

#### AUTHORIZATION AND APPROVAL

TIME IS OF THE ESSENCE TO THIS AGREEMENT. The DESIGNATED AGENCY shall initiate the work as described in Article I, Scope and Procedures, on July 1, 2019. The work outlined therein shall be completed no later than June 30, 2020. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **Exhibit F, "Schedule"**, attached hereto and incorporated by reference.

#### ARTICLE V

#### RESPONSIBILITY FOR CLAIMS AND LIABILITY

The DESIGNATED AGENCY 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 DESIGNATED AGENCY in the performance of work under this Agreement.

#### ARTICLE VI

#### COMPENSATION

##### A. Total Cost

1. The DEPARTMENT and the DESIGNATED AGENCY agree that the total estimated allowable cost for the completion of the PROJECT, as shown in **Exhibit E, "Budget Estimate, Federal Fiscal Year 2020"**, attached hereto and incorporated herein by reference, is Ninety Six Thousand Six Hundred and Twenty Five Dollars and Zero Cents (\$96,625.00). It is agreed that the amount which the DEPARTMENT shall be obligated to pay is eighty percent (80%) of total cost, which represents the Federal Share of the cost of the PROJECT up to Seventy Seven Thousand Three Hundred Dollars and Zero Cents (\$77,300.00). However, if the sum total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 80% Federal Share of the actual allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than the maximum Federal Share of \$77,300.00. In no event shall the DEPARTMENT be

required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration.

2. The DESIGNATED AGENCY shall be obligated to pay twenty percent (20%) of the total allowable cost, which represents the Local Match rate of the cost of the PROJECT up to Nineteen Thousand Three Hundred and Twenty Five Dollars and Zero Cents (\$19,325.00). However, if the sum total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, the DESIGNATED AGENCY shall pay a 20% Local Match rate of the actual allowable cost incurred. In no event shall the DESIGNATED AGENCY be obligated to pay more than the maximum Local Match of the Federal Share (\$19,325.00). Any portion of the Local Match may consist of “soft” match and/or “in-kind” services as referenced in Title 23, Part 420, Subchapter E of the Code of Federal Regulations (“C.F.R.”), “Planning and Research Program Administration”, and 2 C.F.R., Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and all other relevant sections of Federal law, Federal regulations and Federal guidance applicable to the subject, as appropriate, in lieu of a traditional cash match. The Local Match sum total of any traditional cash match and any “soft” match and/or “in-kind” services must constitute 20% of the cost of the PROJECT up to \$19,325.00 or a 20% match rate of the allowable cost incurred.

#### B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY, which is provided for in **Exhibit E, “Budget Estimate, Federal Fiscal Year 2020”**, “and subject to the maximum limitation prescribed in Subsection A of Article VI and the limitations outlined below:

##### 1. Direct Cost

The DEPARTMENT shall pay to the DESIGNATED AGENCY for the performance of this Agreement an amount equal to such direct costs as are incurred by the DESIGNATED AGENCY and are chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of travel, and other miscellaneous direct costs incurred by the DESIGNATED AGENCY. As specified in Article X, the validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY’S costs under the terms of this Agreement or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the PROJECT shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office or laboratory, provided however that the cost of data processing equipment shall be an allowable expense when such expenditure complies with the provisions of 2 C.F.R. § 200 (“Uniform Grant Guidance”) and is specifically detailed in **Exhibit D, “Work Program, Fiscal Year 2020”**, and **Exhibit E, “Budget Estimate, Federal Fiscal Year 2020”**, of this Agreement. If at any time during the duration of the useful life of the PROJECT’S data processing equipment the DESIGNATED AGENCY fails to utilize such equipment for the purpose of accomplishing the PROJECT the DEPARTMENT at its discretion may require the DESIGNATED AGENCY to remit to the DEPARTMENT 100% of the DEPARTMENT’S Federal and State Share of the fair market value, if any, of such equipment. For the purpose of this Article, the fair market value shall be deemed to be the value of the equipment as determined by an appraisal conducted as soon as feasible after such withdrawal or misuse occurs or the actual proceeds from the public sale of such equipment, whichever is approved by the DEPARTMENT.

The rate of compensation for work performed on the PROJECT by a professional staff member or employee of the DESIGNATED AGENCY shall not exceed the salary rate that is applicable to said person's other activities for the DESIGNATED AGENCY. Charges for salaries and wages of the individuals will be supported by time and attendance and payroll distribution records. Premiums pay for overtime, extra-pay shifts, and multi-shift work are not reimbursable under this Agreement unless such costs are included in **Exhibit E, “Budget Estimate, Federal Fiscal Year 2020”**, or unless such costs have been given prior written approval by the DEPARTMENT.

No expense for travel outside the State of Georgia shall be an allowable direct cost under this Agreement unless such travel is listed in **Exhibit E, “Budget Estimate, Federal Fiscal Year 2020”**, or approved in advance by the DEPARTMENT. Staff from the DESIGNATED AGENCY seeking travel approval should submit the details for the requested travel expenses to the DEPARTMENT in advance and must include information on how the travel request will benefit the transportation planning process of the DESIGNATED AGENCY. In addition, all expenses for food, fuel, mileage, and lodging accommodations incurred from travel within or outside of the State of Georgia shall be limited to the currently approved amounts posted on the United States General Services Administration (GSA) website for the corresponding geographic location.

## 2. Indirect Costs

The DEPARTMENT shall reimburse the DESIGNATED AGENCY for such indirect costs as are properly chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia. Fringe benefits shall be reimbursed at a provisional overhead rate of 60% of the amount paid as direct salaries and wages to persons employed by the DESIGNATED AGENCY on the PROJECT. Indirect Personnel cost shall be reimbursed at a provisional overhead rate of 60% of the amount paid as direct salaries, wages and fringe benefits to persons employed by the DESIGNATED AGENCY that are chargeable to the PROJECT. Upon completion of the PROJECT, the DEPARTMENT will determine final payment for indirect costs by audit of the DESIGNATED AGENCY’S accounts to establish the actual allowable overhead rate experienced during the period of performance of this Agreement. The DESIGNATED AGENCY understands and agrees that the DEPARTMENT may accept, in lieu of its own audit, a federal audit or, an audit by an independent accountant or accounting firm. The audit of an independent accountant or accounting firm shall be made and reported in accordance with audit requirements, 2 C.F.R. Part 200. The DESIGNATED AGENCY shall ensure that the independent accountant or accounting firm shall make available upon request to authorized representatives of the

DEPARTMENT all audit work papers pertaining to this AGREEMENT to determine said final payment for indirect costs.

In the event the DESIGNATED AGENCY'S actual allowable overhead rate during the period of this Agreement is less than the provisional overhead rate established herein, the DESIGNATED AGENCY shall reimburse the DEPARTMENT the difference between the indirect cost actually paid and the actual allowable indirect cost as determined by the final audit in accordance with the provisions of this Article.

The DESIGNATED AGENCY further agrees that the decision of the DEPARTMENT in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect cost payments may be verified from the indirect cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses and in any event before final settlement of the DESIGNATED AGENCY'S costs under this Agreement, or amendments hereto.

## **ARTICLE VII SUBSTANTIAL CHANGES**

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

## **ARTICLE VIII PARTIAL PAYMENT**

The DESIGNATED AGENCY shall submit to the DEPARTMENT itemized vouchers showing, in reasonable detail, the actual allowable costs per work element, incurred by the DESIGNATED AGENCY on the PROJECT for the voucher period. A summary of the cost breakdown and work progress for each work element shall accompany each voucher. Upon the basis of its review of such vouchers, the DEPARTMENT may, at the request of the DESIGNATED

AGENCY, make payment to the DESIGNATED AGENCY as the work progresses but not more often than four times during the fiscal year. The vouchers shall be numbered consecutively and subsequent vouchers shall be submitted every three months, but no later than forty-five (45) days after the end of each quarter, until the PROJECT is completed. Payment shall be made in the amount of sums earned less previous partial payments.

**ARTICLE IX**  
**FINAL PAYMENT**

IT IS FURTHER AGREED that upon satisfactory completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work described in Article I of this Agreement, the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for final payment not more than forty-five (45) days after the completion date of the PROJECT. Upon receipt of any final written submission by the DESIGNATED AGENCY, the DEPARTMENT shall pay the DESIGNATED AGENCY a sum equal to one hundred percent (100%) of the allowable cost set forth herein less the total of all previous partial payments, paid or in the process of payment.

The DESIGNATED AGENCY 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, costs incurred, or otherwise arising out of the Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

**ARTICLE X**  
**MAINTENANCE OF CONTRACT COST RECORDS**

The DESIGNATED AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make material available at all reasonable times during this period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, and the Federal Highway Administration and any reviewing agencies, and copies thereof shall be furnished upon request.

The DESIGNATED AGENCY shall certify that items of equipment included in direct costs have been excluded from the indirect costs.

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

## **ARTICLE XI**

### **SUBCONTRACTS, ASSIGNMENT, OR TRANSFER RESTRICTIONS**

The DESIGNATED AGENCY agrees not to assign, sublet, or transfer any or all of its interest in the Agreement without prior written approval of the DEPARTMENT and the Federal Highway Administration. The DESIGNATED AGENCY also agrees that all subcontracts shall be subject to the provisions contained in this Agreement. The DESIGNATED AGENCY also agrees that any subcontracts exceeding Ten Thousand Dollars (\$10,000) in cost shall contain all the required provisions of this Agreement. All consultants hired by the DESIGNATED AGENCY shall be on the DEPARTMENT'S pre-qualified consultants list.

## **ARTICLE XII**

### **USE OF DOCUMENTS**

The DESIGNATED AGENCY agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data, prepared by or for it under the terms of this Agreement shall be made available to the DEPARTMENT and the Federal Highway Administration at all reasonable times during the period of the Agreement and upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without compensation to the DESIGNATED AGENCY other than that provided for in this Agreement.

## **ARTICLE XIII**

### **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 DESIGNATED AGENCY, notwithstanding any just claims by the DESIGNATED AGENCY for payment of services rendered prior to the date of termination.

Should the work under this Agreement be terminated by the DEPARTMENT pursuant to this Article, final payment to the DESIGNATED AGENCY shall be made in the amount of sums earned, less previous partial payments. Any work elements that are incomplete by the termination date shall be reimbursed based upon the percentage of work completed for said work element(s).

**ARTICLE XIV**  
**PUBLISHED REPORTS**

It is agreed that 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 published reports shall include a disclaimer provision on the cover or title page in the following form:

"The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as:

"Prepared in cooperation with the Department of Transportation, State of Georgia, and the Federal Highway Administration."

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, O.C.G.A. § 50-18-70, *et seq.* Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

**ARTICLE XV  
COPYRIGHTING**

The DESIGNATED AGENCY shall be free to copyright material developed under this Agreement with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work for government purposes.

**ARTICLE XVI  
COVENANT AGAINST CONTINGENT FEES**

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

**ARTICLE XVII  
CONTRACT DISPUTES**

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

**ARTICLE XVIII  
COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated ("O.C.G.A."), Sections 45-10-20 through 45-10-28, relating to conflict of interest, have been complied with in full.

- B. It is further agreed that the DESIGNATED AGENCY shall comply with 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. Part 200 as stated in **Appendix A, "Notice of Contractors, Compliance with Title VI of the Civil Rights Act of 1964"**, of this Agreement.
- C. It is further agreed that and certified by the DESIGNATED AGENCY that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency, and is eligible to receive the Federal funding assistance provided for in this Agreement, as provided for in **Appendix B, "Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters"**.
- D. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full as stated in **Appendix C, "Drug-Free Workplace Certificate"**.
- E. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A § 13-10-91, relating to the "Georgia Security and Immigration Compliance Act" have been complied with in full as stated in **Appendix D, "Georgia Security and Immigration Compliance Act Affidavit"**.
- F. It is further agreed and certified that, pursuant to O.C.G.A § 50-5-85, the DESIGNATED AGENCY is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a boycott of Israel.
- G. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

**ARTICLE XIX**  
**AUDITS OF COST RECORDS**

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three (3) years after the final payment under Article IX is made by the DEPARTMENT to the DESIGNATED AGENCY under this Agreement. If requested, the DESIGNATED AGENCY shall assist in making the result of the audit performed pursuant to 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" available to the DEPARTMENT. To the extent such audit is applicable, the DEPARTMENT, in its sole discretion, may agree to accept the Single Audit in lieu of its audit as herein allowed. Further, the DESIGNATED AGENCY agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of either the Single Audit or by the audit allowed hereunder by the DEPARTMENT.

**ARTICLE XX**  
**INSURANCE**

By execution of this agreement, the DESIGNATED AGENCY certifies to the DEPARTMENT that it and any subcontractors or consultants will maintain the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance as follows:
  - 1. Each Occurrence Limit: \$1,000,000.00
  - 2. Personal Injury/Death Limit: \$1,000,000.00
  - 3. General Aggregate Limit: \$2,000,000.00
  - 4. Products/Completed Ops.: \$2,000,000.00
  - Aggregate Limit
  - 5. Automobile Liability Limit: \$1,000,000.00 (Combined Single Limit)
  - 6. Umbrella Liability: \$2,000,000.00

Insurance shall be maintained in full force and effect during the life of the contract, or amendments hereto, and shall protect the DESIGNATED AGENCY, its employees, agents and representatives from claims for damages, for personal injury, and death and for damages arising in

any manner from the negligent or wrongful acts or failures to act by DESIGNATED AGENCY, its employees, agents, or representatives in the performance of the work covered by the contract, or amendments hereto.

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

**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

**CITY OF WARNER ROBINS**

\_\_\_\_\_  
Commissioner

Randy Toms  
Randy Toms, Mayor

ATTEST:

IN THE PRESENCE OF:

\_\_\_\_\_  
Treasurer

Junia Mayaney  
Witness

Signed, Sealed and Delivered

This 22 day of Aug, 2019  
in the presence of:

Brandy Bryan  
NOTARY PUBLIC



I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

U. Della

58-6000693  
Federal Employee Tax No.

**EXHIBIT A  
CERTIFICATION OF DESIGNATED AGENCY**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the City of Warner Robins, whose address is 700 Watson Blvd, Warner Robins, GA 31093, and that neither I nor the entity 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 commission to solicit or secure the Agreement.
  
- (b) Agreed, as an express or implied condition for obtaining this Agreement, 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 commission) any fee, contribution, donation, or consideration of any kind, 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 Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

August 22, 2019  
(Date)

Randy Toms  
Randy Toms, Mayor

Randy Toms  
Type or Print Name

**EXHIBIT B**  
**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 City of Warner Robins in **Exhibit A**, 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 the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Commissioner

**EXHIBIT C**  
**Federal Award Identification**  
**Required Elements**

Federal Award Identification:

1. Sub-recipient Name: City of Warner Robins
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 C.F.R. § 200.32): 073465494
3. Federal Award Identification Number: 0016563
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): July 11, 2019
5. Sub-award Period of Performance start and end date: July 1, 2019 to June 30, 2020
6. Amount of federal funds obligated by this action: \$77,300.00
7. Total amount of the federal funds obligated to sub-recipient: \$77,300.00
8. Total Amount of the federal award: \$77,300.00
9. Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): Metropolitan Transportation Planning Services Contract for City of Warner Robins – Warner Robins Area Transportation Study – FY 2020
10. Name of Federal Awarding Agency: Federal Highway Administration, Pass-through entity: Georgia Department of Transportation's Office of Planning, contact information for the awarding official: FHWA Georgia Division, 61 Forsyth Street, Suite 17T100, Atlanta, GA 30303
11. CFDA Number and Name: 20.205, Highway Planning and Construction (Federal-Aid Highway Program)
12. Is this a Research and Development Project? NO
13. Indirect cost rate if used (2C.F.R. § 200.414): 60%

**EXHIBIT D**

**WORK PROGRAM**

**FISCAL YEAR 2020**

<b>TASK 1: ADMINISTRATION</b>
<b>Sub-Element 1.1: Program Coordination</b>

➤ **OBJECTIVE**

To provide the interface between the transportation planning process and the general community

➤ **PREVIOUS WORK**

-Reviewed MOA with MATS  
-Updated WRATS information on MPO website

➤ **UPCOMING ACTIVITIES FOR 2020**

-Provide transportation-related data and services to planning units, local government agencies, and the general public  
-Meet/communicate with FHWA, GDOT, and other Georgia MPOs to satisfy transportation performance management requirements  
-Continue to engage local jurisdictions and stakeholders on development of public transit

➤ **PRODUCT**

Ongoing coordination with public and transportation agencies

<b>TRANSPORTATION RELATED PLANNING ACTIVITIES</b>	
ORGANIZATION	ACTIVITIES

<b>TARGET START AND END DATES</b>	7/01/19 – 6/30/20	<b>LEAD AGENCY</b>	MPO
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FUNDING SOURCE	AMOUNT
FHWA-PL	12,000
STATE-PL	0
LOCAL	3,000
<b>TOTAL</b>	<b>\$ 15,000</b>

<b>TASK 1: ADMINISTRATION</b>
<b>Sub-Element 1.2: Operations and Administration</b>

- |  |  |
|--|--|
| <p>➤ <b>OBJECTIVE</b></p>                    | <p>To ensure that the core MPO functions are being carried out in accordance with 23 CFR 450 Subpart C, 23 CFR 420 Subpart A and USDOT/FHWA initiatives</p>  |
| <p>➤ <b>PREVIOUS WORK</b></p>                | <p>-WRATS committees met in February/March, April/May, July/August, and October/November<br/>         -UPWP was prepared and adopted and Performance and Expenditure Reports submitted to GDOT and FHWA<br/>         -TIP was prepared and adopted<br/>         -On-Site Certification with GDOT completed</p> |
| <p>➤ <b>UPCOMING ACTIVITIES FOR 2020</b></p> | <p>-Arrange TCC, CAC, and PC meetings and prepare minutes<br/><br/>         -Develop performance and expenditure reports, certification, and reimbursement requests</p>  |
| <p>➤ <b>PRODUCT</b></p>                      | <p>WRATS committee meetings and minutes, performance and expenditure reports, reimbursement requests</p>   |

<b>TRANSPORTATION RELATED PLANNING ACTIVITIES</b>	
ORGANIZATION	ACTIVITIES

<b>TARGET START AND END DATES</b>	7/01/19 – 6/30/20	<b>LEAD AGENCY</b>	MPO
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FUNDING SOURCE	AMOUNT
FHWA-PL	18,000
STATE-PL	0
LOCAL	4,500
TOTAL	\$ 22,500

**TASK 1: ADMINISTRATION**

**Sub-Element 1.3: Training/Employee Education**

➤ **OBJECTIVE**

To maintain a high degree of competency in transportation and related planning disciplines

➤ **PREVIOUS WORK**

-Transportation Planner attended the GAMPO Meeting in Atlanta on September 17, 2018.

-Transportation Planner attended Freight Partnership in Macon on November 15, 2018 and participated in performance management and NPMRDS webinars hosted by FHWA

➤ **UPCOMING ACTIVITIES FOR 2020**

Attend conferences and courses offered by the National Highway Institute (NHI), Federal and State DOTs, and other transportation-related institutions

Ongoing staff improvement and education

➤ **PRODUCT**

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

**TARGET START AND END DATES**

To be determined

**LEAD AGENCY**

MPO

**FUNDING SOURCE**

**AMOUNT**

FHWA-PL	2,400
STATE-PL	0
LOCAL	600
<b>TOTAL</b>	<b>\$ 3,000</b>

<b>TASK 1: ADMINISTRATION</b>
<b>Sub-Element 1.4: Unified Planning Work Program</b>

➤ **OBJECTIVE**

To prepare annual WRATS Unified Planning Work Program in accordance with 23 CFR 450 Subpart C, 23 CFR 420 Subpart A and USDOT/FHWA initiatives

➤ **PREVIOUS WORK**

-Draft FY 2019 UPWP prepared to include PEAs and discussed  
 -Final FY 2019 UPWP approved at February/ March 2018 meetings  
 -FY 2019 UPWP amended November 2018 to include PL funds

➤ **UPCOMING ACTIVITIES FOR 2020**

-Submit biannual performance and expenditure reports to the appropriate agencies  
 -Identify transportation planning work tasks and sub-elements, prepare descriptive narrative and cost estimate for each sub-element, and coordinate input for the FY 2021 UPWP

➤ **PRODUCT**

-Consider Planning Emphasis Areas (PEA)s for FY 2021 UPWP  
 FY 2021 UPWP

<b>TRANSPORTATION RELATED PLANNING ACTIVITIES</b>	
ORGANIZATION	ACTIVITIES

<b>TARGET START AND END DATES</b>	Draft: 12/15/2019 Final: 3/13/2020	<b>LEAD AGENCY</b>	MPO
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FUNDING SOURCE	AMOUNT
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
<b>TOTAL</b>	<b>\$ 3,000</b>

<b>TASK 2: PUBLIC INVOLVEMENT</b>
<b>Sub-Element 2.1: Community Outreach/Education</b>

➤ **OBJECTIVE**

To provide citizens, local officials, and other stakeholders with information to help them understand the metropolitan transportation process

➤ **PREVIOUS WORK**

-Advertised amendments to FY 2018-2021 TIP & 2040 LRTP  
 -Answered questions and provided contact, route, and schedule information for Warner Robins Transit (W.R.T.)

➤ **UPCOMING ACTIVITIES FOR 2020**

-Meet with community groups and individuals on WRATS planning program

-Identify transportation deficiencies and other community issues and concerns

Ongoing community outreach and education

➤ **PRODUCT**

<b>TRANSPORTATION RELATED PLANNING ACTIVITIES</b>	
<b>ORGANIZATION</b>	<b>ACTIVITIES</b>

<b>TARGET START AND END DATES</b>	7/01/19 – 6/30/20	<b>LEAD AGENCY</b>	MPO
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<b>FUNDING SOURCE</b>	<b>AMOUNT</b>
FHWA-PL	1,200
STATE-PL	0
LOCAL	300
<b>TOTAL</b>	<b>\$ 1,500</b>

**TASK 2: PUBLIC INVOLVEMENT**

**Sub-Element 2.2: Environmental Justice/Title VI**

- **OBJECTIVE**  
To seek out and consider the needs of those traditionally underserved, such as low-income and minority households, who may face challenges accessing employment and other services
- **PREVIOUS WORK**  
-Created maps and reported on EJ populations, mean travel time to work, and households without a vehicle.  
-Updated maps for Warner Robins Transit routes for the Warner Robins Housing Authority
- **UPCOMING ACTIVITIES FOR 2020**  
-Monitor and evaluate the public participation process and review and update the Participation Plan as appropriate  
-Outreach to Educare Center, Inc. in support of its Warner Robins Transit public transportation system
- **PRODUCT**  
Participation Plan updates (if needed)

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

<b>TARGET START AND END DATES</b>	7/01/19 – 6/30/20	<b>LEAD AGENCY</b>	MPO
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FUNDING SOURCE	AMOUNT
FHWA-PL	1,200
STATE-PL	0
LOCAL	300
<b>TOTAL</b>	<b>\$ 1,500</b>

**TASK 3: DATA COLLECTION**

**Sub-Element 3.1: Socio-Economic Data**

➤ **OBJECTIVE**

To analyze current socio-economic conditions and provide projections necessary for the transportation model

➤ **PREVIOUS WORK**

-Socio-economic database completed for calendar year 2018  
 -Compared transportation disadvantaged areas to Warner Robins Transit bus stop locations

➤ **UPCOMING ACTIVITIES FOR 2020**

-Identify population, housing, median income, employment, and school enrollment information for all TAZs  
 -Obtain school enrollment information from the Georgia Department of Education website  
 -Use ESRI's Business Analyst Online to determine the number of employees by SIC Code for each TAZ  
 -Collect and analyze Census data related to EJ in transportation planning particularly concerning Access to Essential Services

➤ **PRODUCT**

Socio-economic database

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

<b>TARGET START AND END DATES</b>	7/01/19 – 6/30/20	<b>LEAD AGENCY</b>	MGRC MPO
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FUNDING SOURCE	AMOUNT
FHWA-PL	11,600
STATE-PL	0
LOCAL	2,900
<b>TOTAL</b>	<b>\$ 14,500</b>

**TASK 3: DATA COLLECTION**

**Sub-Element 3.2: Land Use Monitoring**

➤ **OBJECTIVE**

To maintain and update future & existing land use

➤ **PREVIOUS WORK**

-Reviewed planning and zoning staff reports, meeting agendas and minutes  
 -Reviewed and commented on DRI submissions

➤ **UPCOMING ACTIVITIES FOR 2020**

-Monitor significant zoning actions that could produce urbanized area land use changes  
 -Evaluate land use and socio-economic data changes to determine effects on transportation plan development

➤ **PRODUCT**

Ongoing monitoring of land use changes

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

**TARGET START AND END DATES**

7/01/19 – 6/30/20

**LEAD AGENCY**

MPO  
MGRC

FUNDING SOURCE	AMOUNT
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
TOTAL	\$ 3,000

**TASK 3: DATA COLLECTION**

**Sub-Element 3.3: Accident Reduction Program**

➤ **OBJECTIVE**

To identify and improve locations with high accident rates or operational deficiencies

➤ **PREVIOUS WORK**

-Processed monthly accident reports for WRATS area  
-Produced WRATS Top 50 Report for 2018

➤ **UPCOMING ACTIVITIES FOR 2020**

-Collect and compile traffic accident reports for 2019  
-Identify high risk locations and undertake a program to reduce accidents, injuries, and fatalities  
-Create and present top accident locations report at WRATS February/March meetings

➤ **PRODUCT**

Accident database and report

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

**TARGET START AND END DATES**

7/1/19 – 6/30/20

**LEAD AGENCY**

MPO

**FUNDING SOURCE**

**AMOUNT**

FHWA-PL	10,400
STATE-PL	0
LOCAL	2,600
<b>TOTAL</b>	<b>\$ 13,000</b>

**TASK 3: DATA COLLECTION**

**Sub-Element 3.4: System Monitoring**

➤ **OBJECTIVE**

To monitor changes in existing transportation system conditions for verifying the validity of the WRATS Plan

➤ **PREVIOUS WORK**

-Collected traffic counts for calendar year 2018  
 -Conducted warrant studies for stop sign and traffic signal requests

➤ **UPCOMING ACTIVITIES FOR 2020**

-Compile GDOT annual traffic counts and conduct special counts  
 -Scope available data related to safety, pavement and bridge condition, travel time reliability, and freight movement

➤ **PRODUCT**

Traffic counts database

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

<b>TARGET START AND END DATES</b>	7/1/19 – 6/30/20	<b>LEAD AGENCY</b>	MPO GDOT
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FUNDING SOURCE	AMOUNT
FHWA-PL	2,000
STATE-PL	0
LOCAL	500
<b>TOTAL</b>	<b>\$ 2,500</b>

**TASK 4: SYSTEM PLANNING**

**Sub-Element 4.1: Air Quality**

➤ **OBJECTIVE**

To prepare an air quality element for the WRATS planning process and participate in activities of the Middle Georgia Clean Air Coalition.

➤ **PREVIOUS WORK**

-Attended Middle Georgia Clean Air Advisory Committee meetings

-Attended Middle Georgia Clean Air Coalition meetings

-Encourage air quality strategies and local actions in Middle Georgia

➤ **UPCOMING ACTIVITIES FOR 2020**

-Support the Solarize Middle Georgia initiative and the installation of Electric Vehicle Charging Stations

➤ **PRODUCT**

Ongoing support of Solarize Middle Georgia

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

**TARGET START AND END DATES**

7/1/19 – 6/30/20

**LEAD AGENCY**

MPO  
GDOT

FUNDING SOURCE	AMOUNT
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
<b>TOTAL</b>	<b>\$ 3,000</b>

<b>TASK 4: SYSTEM PLANNING</b>
<b>Sub-Element 4.2: Transportation Improvement Program</b>

➤ **OBJECTIVE**

To define a 4 year capital improvement program for transportation projects

➤ **PREVIOUS WORK**

Completed FY 2018-2021 TIP and amended as needed

➤ **UPCOMING ACTIVITIES FOR 2020**

-Prepare FY 2021-2024 TIP

-Present FY 2021-2024 TIP for public review

➤ **PRODUCT**

FY 2021-2024 TIP

<b>TRANSPORTATION RELATED PLANNING ACTIVITIES</b>	
ORGANIZATION	ACTIVITIES

<b>TARGET START AND END DATES</b>	Draft 3/31/20 Final 6/30/20	<b>LEAD AGENCY</b>	MPO
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FUNDING SOURCE	AMOUNT
FHWA-PL	6,500
STATE-PL	0
LOCAL	1,625
<b>TOTAL</b>	<b>\$ 8,125</b>

**TASK 4: SYSTEM PLANNING**

**Sub-element 4.3: Long Range Transportation Plan**

➤ **OBJECTIVE**

To maintain/update the WRATS 2040 Long Range Transportation Plan in accordance with 23 CFR 450 Subpart C and USDOT/FHWA initiatives

➤ **PREVIOUS WORK**

-Administratively modified 2040 LRTP to add TAM Plan Targets

-Amended 2040 LRTP to include TPM Targets

➤ **UPCOMING ACTIVITIES FOR 2020**

-Evaluate the need to amend 2040 LRTP to update performance measure targets and other transportation planning requirements

-Complete 2045 LRTP RFP/RFQ, advertise, and select consultant

➤ **PRODUCT**

WRATS 2040 Long Range Transportation Plan administrative modifications/amendments (if needed) and WRATS 2045 Long Range Transportation Plan

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

<b>TARGET START AND END DATES</b>	7/01/19-6/30/20	<b>LEAD AGENCY</b>	MPO
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FUNDING SOURCE	AMOUNT
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
TOTAL	\$ 3,000

**TASK 4: SYSTEM PLANNING**

**Sub-element 4.3A: Long Range Transportation Plan Update**

➤ **OBJECTIVE**

To complete the WRATS 2045 Long Range Transportation Plan in accordance with 23 CFR 450 Subpart C and USDOT/FHWA initiatives

➤ **PREVIOUS WORK**

-Project kick-off meeting and schedule established  
 -Base year (2015) socioeconomic data completed and future year (2045) started

➤ **UPCOMING ACTIVITIES FOR 2020**

-Public involvement activities  
 -Establish goals, objectives, and project list  
 -Draft document started

➤ **PRODUCT**

WRATS 2045 Long Range Transportation Plan by October 27, 2020

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

<b>TARGET START AND END DATES</b>	7/01/19-6/30/20	<b>LEAD AGENCY</b>	Consultant
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FUNDING SOURCE	AMOUNT
FHWA-PL	180,000
STATE-PL	0
LOCAL	45,000
TOTAL	\$ 225,000

**TASK 4: SYSTEM PLANNING**

**Sub-Element 4.4: Special Transportation Studies**

➤ **OBJECTIVE**

To conduct a special transportation study if needed

➤ **PREVIOUS WORK**

No special study conducted in FY 2019

➤ **UPCOMING ACTIVITIES FOR 2020**

Complete special studies, prepare reports for participants/other agencies, or analyze data not otherwise covered in the UPWP

➤ **PRODUCT**

Special Transportation Study (if needed)

**TRANSPORTATION RELATED PLANNING ACTIVITIES**

ORGANIZATION	ACTIVITIES

**TARGET START AND END DATES**

To be determined

**LEAD AGENCY**

MPO

FUNDING SOURCE	AMOUNT
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
TOTAL	\$ 3,000

**EXHIBIT E**  
**BUDGET ESTIMATE**  
**FISCAL YEAR 2020**

**PROPOSED FUNDING SOURCE BY PERFORMING AGENCY – FY 2020**

Funding Source	SUB-ELEMENT Number and Title	FHWA	FTA 5303	FEDERAL TOTAL	GDOT PL MATCH	GDOT 5303 MATCH	GDOT TOTAL	LOCAL	TOTAL
FHWA	1.1 Program Coordination	\$ 12,000.00		\$ 12,000.00				\$ 3,000.00	\$ 15,000.00
FHWA	1.2 Operations and Administration	\$ 18,000.00		\$ 18,000.00				\$ 4,500.00	\$ 22,500.00
FHWA	1.3 Training/Employee Education	\$ 2,400.00		\$ 2,400.00				\$ 600.00	\$ 3,000.00
FHWA	1.4 Unified Planning Work Program	\$ 2,400.00		\$ 2,400.00				\$ 600.00	\$ 3,000.00
FHWA	2.1 Community Outreach/Education	\$ 1,200.00		\$ 1,200.00				\$ 300.00	\$ 1,500.00
FHWA	2.2 Environmental Justice/Title VI	\$ 1,200.00		\$ 1,200.00				\$ 300.00	\$ 1,500.00
FHWA	3.1 Socio-Economic Data	\$ 11,600.00		\$ 11,600.00				\$ 2,900.00	\$ 14,500.00
FHWA	3.2 Land Use Monitoring	\$ 2,400.00		\$ 2,400.00				\$ 600.00	\$ 3,000.00
FHWA	3.3 Accident Reduction Program	\$ 10,400.00		\$ 10,400.00				\$ 2,600.00	\$ 13,000.00
FHWA	3.4 System Monitoring	\$ 2,000.00		\$ 2,000.00				\$ 500.00	\$ 2,500.00
FHWA	4.1 Air Quality	\$ 2,400.00		\$ 2,400.00				\$ 600.00	\$ 3,000.00
FHWA	4.2 Transportation Improvement Program	\$ 6,500.00		\$ 6,500.00				\$ 1,625.00	\$ 8,125.00
FHWA	4.3 Long Range Transportation Plan	\$ 2,400.00		\$ 2,400.00				\$ 600.00	\$ 3,000.00
FHWA	4.4 Special Transportation Studies	\$ 2,400.00		\$ 2,400.00				\$ 600.00	\$ 3,000.00
<b>TOTALS</b>		\$ 77,300.00	\$ -	\$ 77,300.00	\$ -	\$ -	\$ -	\$ 19,325.00	\$ 96,625.00

**EXHIBIT F**

**SCHEDULE**

**FISCAL YEAR 2020**



**APPENDIX A  
NOTICE OF CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964  
AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987  
FOR FEDERAL-AID CONTRACTS**

During the performance of this Contract, 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 U.S. 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), 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 contract work, will not discriminate on the ground 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 (b).

(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 ground of race, color, national origin or sex.

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

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

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, 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 DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

**CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The City of Warner Robins, as an Applicant for a Federal PL Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

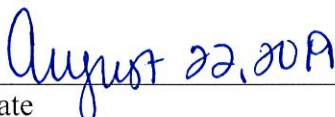
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them 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; 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;
- (3) 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 offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

THE City of Warner Robins CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

  
\_\_\_\_\_  
Randy Toms, Mayor

  
\_\_\_\_\_  
Date

**APPENDIX C**

**CERTIFICATION OF CONSULTANT**

**DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of City of Warner Robins, whose address is 700 Watson Blvd, Warner Robins, GA 31093 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 Work Place Act", have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the City of Warner Robins certifies 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.

August 22, 2019  
Date

Randy Toms  
Randy Toms, Mayor

**APPENDIX D--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: City of Warner Robins  
Contract No. and Name: FY 2020 Planning Contract  
PI 0016563-PLN

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

53662  
E-Verify Company Identification Number

[Signature]  
Signature of Authorized Officer or Agent

September 12, 2007  
Date of Authorization

Mandy Stella  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Name of Contractor

Interim City Clerk  
Title of Authorized Officer or Agent

August 23, 2019  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

23 DAY OF August, 2019

[Signature]  
Notary Public

[NOTARY SEAL]

My Commission Expires: 11.08.2019

PI Number 0016563-PLN  
CITY OF WARNER ROBINS  
PL Funds (FY2020)



CITY OF WARNER ROBINS  
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employees are recommended for promotion by their respective departments,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT RESOLVED that these promotions be approved as follows:

-1-

Lisa Jones, promoted from Recreation Specialist, Job Class #731, Grade 16, Recreation Department, to Senior Citizen Services Director, Job Class #715, Grade 17, Recreation Department, to be effective August 26, 2019.

-2-

James Coley, promoted from GM Worker I (Rec), Job Class #10, Grade 8, Recreation Department, to Recreation Specialist, Job Class #731, Grade 16, Recreation Department, to be effective August 26, 2019.

This 22 day of August, 2019

By: Randy Toms  
Randy Toms, Mayor

ATTEST:

Mandy Stella  
Mandy Stella, Interim City Clerk

RESOLUTION

WHEREAS, the Insurance Committee recommends the City enter into an agreement with MSI Benefits Group, Inc. for benefits management consulting services; and

WHEREAS, the Mayor and Council deem such recommendation to be beneficial.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms and Interim City Clerk Amanda Stella to execute an agreement with MSI Benefits Group, Inc. for a period of one year from signing of such agreement.

This 22 day of August, 2019.

CITY OF WARNER ROBINS

BY: Randy Toms  
Randy Toms, Mayor

ATTEST

Amanda Stella  
Amanda Stella, Interim City Clerk

**PROFESSIONAL SERVICES AGREEMENT  
FOR INSURANCE BROKERAGE AND CONSULTING SERVICES**

This Professional Services Agreement (“Agreement”) is entered into as of the September 1, 2019, by and between the **City of Warner Robins**, 700 Watson Blvd., Warner Robins, Georgia 31099 (hereinafter referred to as “**COWR**) and **MSI Benefits Group, Inc.**, 245 TownPark Drive, Suite 100 Kennesaw, GA 30144 (hereinafter referred to as “**MSI**”).

**WITNESSETH**

WHEREAS COWR desires to engage MSI to render certain employee benefits insurance brokerage services hereinafter described; and

WHEREAS, MSI desires to render such services and warrants that it has the knowledge, skill, experience, diligence and ability to provide or perform such services for the benefit of COWR; and

WHEREAS, MSI and COWR desire to enter into and conduct business under this Agreement as independent contractors and not as employees, agents, partners, or as a joint venture.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COWR and MSI hereby agree as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, COWR hereby engages MSI for Brokerage and Consulting Services for core, ancillary and voluntary employee benefits as presented in the MSI capabilities presentation “Insurance Broker and Benefits Consulting Services” dated July 25, 2019. In connection with its provision of the services, MSI is authorized to contact any insurance carrier or administrator for the purpose of obtaining COWR plan, benefit and eligibility data.
2. **Term and Termination.**
  - 2.1. **Initial Term.** The initial term of this Agreement shall begin on **September 1, 2019** (hereinafter referred to as the “**Effective Date**”).
  - 2.2. **Renewals.** This Agreement may be renewed at the sole discretion of COWR on a year to year basis; provided, however, that during any such renewal term, COWR may terminate this Agreement without further obligation by providing the termination notice as set forth below. The terms and conditions of this Agreement shall apply during any such renewal term.
  - 2.3. **Termination.**
    - 2.3.1. **Termination by COWR for Convenience.** COWR may at any time, for any reason or no reason, without cause and irrespective of whether or not MSI is in default of any of its obligations hereunder, terminate this Agreement by providing written notice to MSI specifying the termination date of the Agreement; provided, however, that the termination date shall not be earlier than seven (7) days from the date of such written notice. MSI shall be paid for Services provided at the request of COWR through the termination date.

2.3.2. **Termination for Cause.** In the event that any provision of this Agreement is violated by MSI, COWR may terminate this Agreement by providing written notice to MSI that it is in default and specifying the termination date of the Agreement. COWR, in its sole discretion, may elect to grant MSI a time period to cure its default, but is not obligated to do so. In the event of such a termination, COWR shall not have any further obligation whatsoever to MSI as of the termination date. In addition to the basis for termination set forth previously, COWR may terminate this Agreement, in whole or in part, immediately, without notice, if: (a) COWR deems that such termination is necessary to prevent or protect against fraud or otherwise protect the health, life, or property of COWR, the State of Georgia or the general public; or (b) MSI is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the COWR, is guilty of serious misconduct in connection with its performance hereunder, or breaches any material provisions of this Agreement.

2.3.3. **Termination by MSI.** In the event COWR breaches any material provisions of this Agreement, MSI may terminate this Agreement by providing 90 days prior written notice to COWR.

3. **Compensation.** MSI Benefits Group will not charge the COWR direct fees/commissions for any service as outlined in the MSI Proposal apart from the annual 1094/1095 IRS Form Preparation and Filing if the City elects to utilize this service. Compensation will be paid directly to MSI from each in force insurance carrier by way of standard commissions and/or fees.
4. **Independent Contractor.** Both COWR and MSI agree that MSI shall act as an independent contractor in the performance of the Services under this Agreement. Accordingly, MSI shall be responsible for payment of all taxes including Federal, State and local taxes arising out of MSI's activities in accordance with this Agreement, including by way of illustration but not limited to: Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. MSI acknowledges and agrees that MSI shall be responsible for and provide the appropriate insurance coverage for any injury of any nature suffered by MSI or its employees that may occur in the performance of the Services under this Agreement.
5. **Warranty.** MSI hereby expressly warrants that the Services to be performed hereunder will be performed in a workmanlike manner, that all work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time the Services are provided, and that MSI shall comply with COWR's reasonable confidentiality and security requirements. In addition, MSI represents and warrants that the Services will not violate nor in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights. As used herein, "Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade secrets, test results, knowledge, techniques, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or at any later date.
6. **Confidentiality.** MSI's employees, agents and subcontractors may have access to confidential data maintained by COWR to the extent necessary to carry out MSI's responsibilities under this Agreement. MSI shall presume that all information received pursuant to this Agreement that is not publicly available is confidential unless otherwise designated by COWR. No reports, information or other material given to MSI by COWR or prepared by MSI under this Agreement shall be made available by MSI to any outside person or entity without the prior written approval of COWR, unless otherwise required by law.

**7. Insurance.**

7.1. **Liability Insurance.** MSI understands that COWR is not providing any liability insurance coverage under this Agreement. However, MSI is required to maintain liability coverage on MSI's behalf.

**8. Drug-Free Work Place.**

8.1. MSI is an entity other than an individual and it hereby certifies that a drug free work place will be provided for MSI's employees during the term of this Agreement; and that MSI's agents, employees, subcontractors, or others working at the direction or on behalf of MSI shall not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

8.2. This Agreement may be suspended, terminated, or debarred without further obligation on behalf of COWR, if it is determined that:

8.2.1. MSI has made a false certification hereinabove.

8.2.2. MSI has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

**9. Notices.** All notices, requests, or other communications hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the addresses set forth below. Notices will be deemed to have been given when received.

MSI Benefits Group, Inc.	City of Warner Robins
245 TownPark Drive, Suite 100	700 Watson Blvd.
Kennesaw, GA 30144	Warner Robins, GA 31099
Attn: Les Szabolcsi, President	Attn: Randy Toms, Mayor

**10. Waiver and Severability.** The waiver by either party of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties, contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Agreement have no substantive meaning or content and are not a part of this Agreement.

**11. Assignment.** MSI shall not assign any of its rights under this Agreement or delegate the performance of any of its duties hereunder, without the prior written consent of COWR.

**12. Applicable Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles.

**Entire Agreement.** This Agreement, including all exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties.

- 13. No representation, request, instruction, directive or order, made or given by any official of COWR or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date set forth above.

**MSI Benefits Group, Inc.**

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

Name: **Les Szabolcsi** \_\_\_\_\_

Title: **President** \_\_\_\_\_

Date: \_\_\_\_\_

**City of Warner Robins**

By: Randy Toms \_\_\_\_\_

Name: **Randy Toms** \_\_\_\_\_

Title: **Mayor** \_\_\_\_\_

Date: August 22, 2019 \_\_\_\_\_