

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, JANUARY 11, 2022

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, RUSTY DAVIS, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

ABSENT: BOBBY BARBER, JR

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Brock made a motion to approve the agenda, as presented. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' Meeting held December 14, 2021, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

**Appoint Administrator, Attorney and Clerk.** Commissioner Anderson made a motion to appoint County Administrator Thomas, County Attorney Kirbo, and County Clerk West. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

**Consider Contract for Tasers/Body Cameras for Sheriff's Office.** Chairman Stephens recognized County Administrator Thomas who stated the Sheriff's Office is requesting to replace some old body cameras and tasers. The current tasers/body cameras are around ten years old and they are having difficulties finding parts to repair them, which County Administrator Thomas considers to be a safety issue. The total cost of the tasers/body cameras is \$154,901.78 and the Sheriff's Office is requesting to enter into a five-year lease purchase program with the annual cost being \$30,980.37. The funds to pay for the tasers/body camera will come from the Inmate Commissary Account and County Administrator Thomas recommends approval to the Board. Commissioner Brock made the motion to approve the contract, a copy of which is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**Consider Resolution and Intergovernmental Agreement – TSPLOST II Referendum.**

Chairman Stephens recognized County Administrator Thomas who stated in anticipation of the current TSPLOST which will end March 2023. County Administrator Thomas is proposing the approval of the resolution to move forward calling for a referendum to renew the TSPLOST, the referendum will be held May 24, 2022, if approved by the Board of Commissioners. County Administrator Thomas stated each Commissioner has a copy of the resolution in their packets, as well as the intergovernmental agreement with each municipality. County Administrator Thomas stated he has received the signed intergovernmental agreements from each of the municipalities and recommends approval of the resolution and the intergovernmental agreement to the Board, as well as moving forward with TSPLOST II. County Administrator Thomas also reminded the citizens and the Board that this not a new tax, but a continuation of a tax. Commissioner Davis made the motion to approve the resolution and intergovernmental agreement, a copy of both is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider Contract for Business Personal Property Audit - Adval Consulting, LLC.**

Chairman Stephens recognized County Administrator Thomas who stated Adval Consulting, LLC is formerly known as Tinker and Associates. County Administrator Thomas stated Adval Consulting, LLC will provide the business personal property audit services for Decatur County. The Board of Assessors have already approved the contract and County Administrator Thomas recommends approval to the Board. Vice Chairman Brinson made the motion to approve the contract, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

**Consider Authorization for Garbage Services.** Chairman Stephens recognized County Administrator Thomas who stated at the November 9, 2021 meeting authorization was given to draft an intergovernmental agreement with the City of Bainbridge to provide garbage services. The County has been requested to make a more detailed motion and receive approval for garbage services and recommends approval to the Board. Commissioner Brock made the following motion "pursuant to our authority to protect the public health, safety and welfare of the citizens of Decatur County, Georgia I move that Decatur County, Georgia henceforth be the exclusive provider of residential garbage services in the unincorporated areas of Decatur County, Georgia; that we provide such services by entering into an intergovernmental agreement with the City of Bainbridge; and that companies operating residential garbage services in Decatur County, Georgia be notified to cease those operations on or before the 1<sup>st</sup> day of April, 2022." Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

**Consider Agreement of Grant Funding Award for District Attorney Office.** Chairman Stephens recognized County Administrator Thomas who stated the District Attorney has been awarded a supplemental grant for the Victims Witness Assistance Program in the amount of \$54,672 and recommends approval to the Board. Commissioner Davis made the motion to approve the agreement, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Budget Amendments.** Chairman Stephens recognized County Administrator Thomas who stated our consultant, Perry Henry is proposing the budget amendments for fiscal year ending June 30, 2021 which has a net zero change in dollar value and is part of the finalizing process of the audit and recommends approval to the Board. Commissioner Brock made the motion a approve the amendments, a copy of which is attached. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Redistricting Map.** Chairman Stephens recognized County Administrator Thomas who stated last year, the Board authorized an agreement with the Regional Commission to draft four proposed options for redistricting. The Regional Commission provided the four options and each map has been received and reviewed individually by each Commissioner and each Commissioner has agreed to move forward with option one, a copy of which is attached. County Administrator Thomas recommends approval of the proposal to the Board and to move forward in authorizing and executing any documents needed in supplying the information to the Redistricting office in Atlanta for the redistricting process and authorizing the Chairman to sign the resulting redistricting map approved by and received from the Redistricting Office in Atlanta. Vice Chairman Brinson made the motion to approve the proposal. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

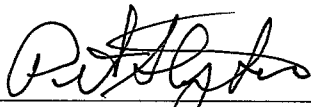
**Consider Approval of Errors & Releases.** Chairman Stephens recognized County Administrator Thomas who recommends that the Board approve the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Commissioner Davis made the motion to approve the Errors and Releases. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.


**COMMISSIONERS/ADMINISTRATOR'S REMARKS**

The Commissioners thanked everyone for coming to the meeting.

**ADJOURN**

There being no further business, the meeting, on motion by Commissioner Davis, was duly adjourned. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Approved:   
Chairman, Pete Stephens

Attest:   
County Clerk, Michelle B. West





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-361181-44545.728RB

Issued: 12/15/2021

Quote Expiration: 12/31/2021

EST Contract Start Date: 03/15/2022

Account Number: 110635

Payment Terms: N30  
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Decatur County Sheriff's Office - GA 912 Spring Creek Rd Bainbridge, GA 39817-3508 USA	Decatur County Sheriff's Office - GA 912 Spring Creek Rd Bainbridge, GA 39817-3508 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jen Carletto-Berg Phone: Email: jcborg@axon.com Fax:	Wendell Cotler Phone: (229) 400-8002 Email: wcotler@decaturso.com Fax: (229) 348-3850

Program Length	60 Months
TOTAL COST	\$154,901.78
ESTIMATED TOTAL W/ TAX	\$154,901.78

Bundle Savings	\$35,229.49
Additional Savings	\$12,198.23
TOTAL SAVINGS	\$47,427.72

PAYMENT PLAN		INVOICE DATE	AMOUNT DUE
PLAN NAME			
Year 1		Mar, 2022	\$30,980.37
Year 2		Mar, 2023	\$30,980.36
Year 3		Mar, 2024	\$30,980.36
Year 4		Mar, 2025	\$30,980.36
Year 5		Mar, 2026	\$30,980.36

# Quote Details

## Bundle Summary

Item	Description	QTY
Core+	2021 Core+	5
T7Cert	2021 Taser 7 Certification Bundle	20
DynamicBundle	Dynamic Bundle	1

**Bundle: 2021 Taser 7 Certification Bundle    Quantity: 20    Start: 3/15/2022    End: 3/14/2027    Total: 63963.05 USD**

Category	Item	Description	QTY
Holsters	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	20
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	20
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	20
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 7.5 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	24
Training Halt Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40
Training Halt Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40
Training Halt Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40
Training Halt Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	40
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	20

Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	20
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	24
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

**Bundle: Dynamic Bundle**    **Quantity: 1**    **Start: 3/15/2022**    **End: 3/14/2027**    **Total: 46720.8 USD**

Category	Item	Description	QTY
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	35

**Bundle: 2021 Core+**    **Quantity: 5**    **Start: 3/15/2022**    **End: 3/14/2027**    **Total: 44217.93 USD**

Category	Item	Description	QTY
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	5
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	5
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	5
Respond License	73449	RESPOND DEVICE LICENSE	5
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1
Auto Tagging	73682	AUTO TAGGING LICENSE	5
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	5
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	5
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	10
Holsters	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	5
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	5
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5
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Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	6
Training Halt Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10
Training Halt Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10
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Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	5
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	6
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	6
Dock	74210	AXON BODY 3 - 8 BAY DOCK	1
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	5
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	6
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



*Patricia A. Hynes*

Signature

1-07-2022

Date Signed

12/15/2021

**RESOLUTION**  
**of the**  
**Decatur County Commission**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA TO IMPOSE A COUNTY WIDE ONE PERCENT TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX AS AUTHORIZED BY ARTICLE 5A OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE PROJECTS AND PURPOSES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF DECATUR COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

**WHEREAS**, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, (the “Act”) authorizes the imposition of a county wide transportation special purpose local option one percent sales and use tax (the “TSPLOST”) for the purpose, inter alia, of financing certain transportation projects and purposes which include those set forth herein; and

**WHEREAS**, the Board of Commissioners of Decatur County, Georgia (the “Board of Commissioners”) has determined that it is in the best interest of the citizens of Decatur County, Georgia (the “County”) that a one percent TSPLOST be imposed in the special district which comprises the County to raise approximately \$25,000,000 for the purpose of funding transportation projects and purposes (the “Projects”); and

**WHEREAS**, the Board of Commissioners delivered a written notice (the “Notice”) to the Mayor in each municipality located within the County regarding such TSPLOST, the Notice was delivered or mailed at least 10 days prior to the date of a meeting to discuss possible projects for inclusion in the referendum and the rate of tax and the meeting was held at least 30 days prior to the issuance of a call for the referendum; and

**WHEREAS**, a meeting was held on November 2, 2021 with the representatives of the County and designated representatives of the City of Bainbridge, the City of Attapulgus, the City of Brinson, and the City of Climax, whereby the parties met and discussed the possible projects and

purposes for inclusion in the referendum, including municipally owned and operated projects and the rate of tax; and

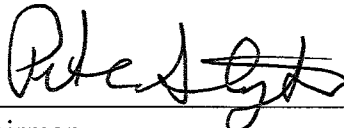
**WHEREAS**, the County has entered into an Intergovernmental Agreement with the Municipalities that are party to the Agreement.

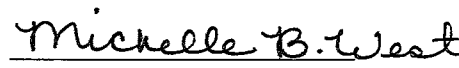
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Decatur County, Georgia as follows:

- (A) The Board of Commissioners of Decatur County, subject to the majority vote of the qualified voters of the County voting in an election for such purpose, shall impose within the County a transportation special purpose local option sales and use tax for the term, purposes, and cost as follows:
  - 1. In order to finance the Projects described on the attached Exhibit A, a Transportation Special Purpose Local Option Sales and Use Tax in the amount of one percent (1%) on all sales and uses in the County for a period of no longer than five (5) years is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.
  - 2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of “County Projects” and “Municipal Projects”. The County Projects and the Municipal Projects and estimated costs are set forth below on the attached Exhibit A.
  - 3. The TSPLOST is to be imposed for a period of five (5) years.
  
- (B) Call for Election; Ballot Form; Notice.
  - 1. The election superintendent of Decatur County is hereby requested to call an election in all voting precincts in the County on the 24<sup>th</sup> day of May, 2022 for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2 below.
  - 2. The ballots to be used in the election shall have written or printed thereon substantially the following:
    - ( ) YES                      Shall a special one percent sales and use tax be imposed in the special district consisting of Decatur County for a period of time not to exceed five years and for the raising of not more than an estimated amount of \$25,000,000 for transportation purposes?
    - ( ) NO

3. It is hereby requested that the election be held by the election superintendent of Decatur County in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the election superintendent of Decatur County canvass the returns, declare the result of the election and certify the result to the Secretary of State and to the state revenue commissioner.
  4. The election superintendent of Decatur County is hereby authorized and requested to publish notice of the election as required by law in the newspaper in which Sheriff's advertisements for the County are published once a week for four weeks immediately preceding the date of the election. The notice of the election shall be in substantially the form set forth herein.
- (C) The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of the resolution to the election superintendent of Decatur County, with a request that the election superintendent of Decatur County issue the call for an election.
- (D) The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of TSPLOST.
- (E) This Resolution shall take effect immediately upon its adoption.

DECATUR COUNTY COMMISSION

By:   
Chairman

ATTEST:   
County Clerk

Adopted this 11<sup>th</sup> day of January, 2022.

**TSPLOST INTERGOVERNMENTAL AGREEMENT**

STATE OF GEORGIA

COUNTY OF DECATUR

**INTERGOVERNMENTAL AGREEMENT  
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE  
PROPOSED TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION  
SALES AND USE TAX FOR TRANSPORTATION PURPOSES**

**THIS AGREEMENT** is made and entered into this 11<sup>th</sup> day of January, 2022 by and between Decatur County, a political subdivision of the State of Georgia (the “County”), and the City of Bainbridge, Georgia, the City of Attapulgus, Georgia, the City of Brinson, Georgia, and the City of Climax, Georgia, municipal corporations of the State of Georgia (the “Municipalities”, individually and collectively).

**WITNESSETH:**

**WHEREAS**, O.C.G.A. § 48-8-260 *et seq.* (the “Act”), authorizes the levy of one percent District (with the District being the entirety of Decatur County, Georgia, no more and no less) Transportation Special Purpose Local Option Sales and Use Tax (the “TSPLOST”) for transportation purposes for the use and benefit of the County and qualified municipalities within the county and;

**WHEREAS**, the County and Municipalities met to discuss possible projects for inclusion in the required TSPLOST referendum and the rate of the tax on the 2<sup>nd</sup> day of November, 2021 in conformance with the requirements of O.C.G.A. § 48-8-262 (a); and

**WHEREAS**, the County and Municipalities have negotiated a division of the Transportation Special Purpose Local Option Sales and Use Tax proceeds as authorized by the Act and have agreed to the rate of the tax.

**NOW THEREFORE**, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and Municipalities consent and agree as follows:

**Section 1. Representation and Mutual Covenants**

- A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the constitution of the State of Georgia;
- (ii) The governing body of the County is duly authorized to execute, deliver, and perform this Agreement; and
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 24<sup>th</sup> day of May, 2022 for the purposes of submitting to the voters of the County for their approval, the question of whether or not a TSPLOST of 1% shall be imposed on all sales and uses within the special district of Decatur County for a period of five years commencing on the 1<sup>st</sup> day of April, 2023, to raise an estimated \$25,000,000.00 to be used for funding the projects specified in Exhibit A attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing body of each Municipality is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110(4); and
- (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-260 *et. seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260 *et. seq.*

D. The County and Municipalities agree to promptly and diligently proceed with the planning, acquisition, construction, equipping, installation and completion of the projects and purposes specified in Exhibit A of this Agreement.

- E. The County and Municipalities agree that each approved TSPLOST project and purpose associated with this Agreement shall be maintained as a public facility and in public ownership.
- F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each project and purpose undertaken by the respective county or municipality as required fulfilling the terms of this Agreement.

**Section 2. Conditions Precedent**

- A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the TSPLOST in accordance with the provisions of O.C.G.A. § 48-8-262.
- B. This Agreement is further conditioned upon the approval of the proposed imposition of the TSPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-262 and O.C.G.A. § 48-8-263.
- C. This Agreement is further conditioned upon the collecting of the TSPLOST revenues by the State Department of Revenue and transferring same to the County.

**Section 3. Effective Date and Term of the Tax**

The TSPLOST, subject to approval in an election to be held on May, 24, 2022 shall continue for a period of five (5) years with collections beginning on April, 1, 2023.

**Section 4. Effective date and Term of this Agreement**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all the Municipalities of the last dollar of money collected from the Transportation Special Purpose Local Option Sales and Use Tax after the expiration of the Transportation Special Purpose Local Option Sales and Use Tax, or
- (iii) The substantial completion of all projects and purposes described in Exhibit A.

## **Section 5. County TSPLOST Fund; Separate Accounts; No Commingling**

- A. A special fund or account shall be created by the county and designated as the 2023 Decatur County Transportation Special Purpose Local Option Sales and Use Tax Fund (“TSPLOST FUND”). The County shall select a bank which shall act as a depository and custodian of the TSPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a special fund to be designated as the 2023 Transportation Special Purpose Local Option Sales and Use Tax Fund. Each Municipality shall select a bank which shall act as a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- C. All TSPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, TSPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the projects and purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such funds or accounts.

## **Section 6. Procedure for Disbursement of TSPLOST Proceeds**

- A. Upon receipt by the County of TSPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the TSPLOST Fund. The monies in the TSPLOST Fund shall be held, applied, and distributed to the transportation projects and purposes of the County listed in Exhibit A and as provided in Paragraph B of this Section.
- B. The County, following deposit of the TSPLOST proceeds in the TSPLOST Fund, shall within 10 business days disburse the TSPLOST proceeds due to each Municipality according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.
- C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality’s share of the funds subsequent to dissolution shall be paid to the County as part of the County’s share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality’s share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.



## **Section 7. Projects**

All transportation projects and purposes, to be funded in whole or in part from TSPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

## **Section 8. Project Funding and Construction**

All transportation projects and purposes set out in this Agreement shall be funded, constructed, and planned in accordance with the schedule found in the Exhibit A of this Agreement and with proceeds from the tax. Advances for the purposes and projects set out in Exhibit A from the general fund of the County or Municipality and the value of contributed labor or equipment with respect only to such projects and purposes may be retired or repaid from the tax.

## **Section 9. Completion Projects**

- A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.
- B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other project or purpose for that County in Exhibit A.
- C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other project or purpose for that Municipality in Exhibit A.
- D. The County and Municipalities agree that each approved TSPLOST project associated with this Agreement shall be completed or substantially completed within five years of the termination of the TSPLOST. Any TSPLOST proceeds held by a County or Municipality at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-269.5.

## **Section 10. Certification of Completion**

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit A is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed and the final cost of the project.

## **Section 11. Expenses**

The County shall administer the TSPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County shall be responsible for the cost of holding the TSPLOST referendum.

## **Section 12. Audits**

- A. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the TSPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-269.5. The County and Municipalities receiving TSPLOST proceeds shall be responsible for the cost for their respective audits. The County and Municipalities agree to cooperate with the independent certified public accounting firm in audit by providing all necessary information.
- B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the TSPLOST proceeds.

## **Section 13. Notices**

All notices, consents, waivers, direction, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States Mail, postage prepaid, as follows:

- County of Decatur  
P.O. Box 726  
Bainbridge, Georgia 39818
- City of Attapulgus  
P.O. Box 99  
Attapulgus, Georgia 39815
- City of Climax  
P.O. Box 7  
Climax, Georgia 39834
- City of Brinson  
179 Clifton Street  
Brinson, Georgia 39825
- City of Bainbridge  
P.O. Box 946  
Bainbridge, Georgia 39818

#### **Section 14. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and Municipalities with respect to distribution and use of the proceeds from the Transportation Special Purpose Local Option Sales and Use Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said TSPLOST.

#### **Section 15. Amendments**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

#### **Section 16. Governing Law**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

#### **Section 17. Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive pursuant to the term of this Agreement or materially affects the operation of this Agreement.

#### **Section 18. Compliance with Law**

The County and Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules, and regulations.

#### **Section 19. No Consent to Breach**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

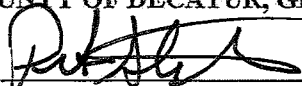
#### **Section 20. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 21. Mediation**

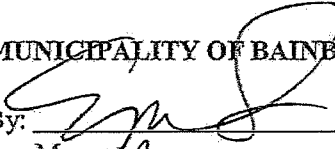
The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as a mediator. Costs of mediation shall be shared equally among the parties to mediation.

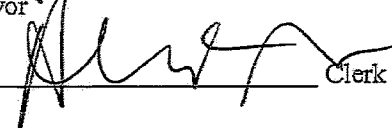
**COUNTY OF DECATUR, GEORGIA**

By:   
Chairman

Attest:  Clerk

**MUNICIPALITY OF BAINBRIDGE, GEORGIA**

By:   
Mayor

Attest:  Clerk

**MUNICIPALITY OF ATTAPULGUS, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF BRINSON, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF CLIMAX, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**Section 21. Mediation**

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**COUNTY OF DECATUR, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF BAINBRIDGE, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF ATTAPULGUS, GEORGIA**

By: Johnny D Medley  
Mayor

Attest: Renee Boyett Clerk

**MUNICIPALITY OF BRINSON, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF CLIMAX, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**Section 21. Mediation**

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**COUNTY OF DECATUR, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF BAINBRIDGE, GEORGIA**

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

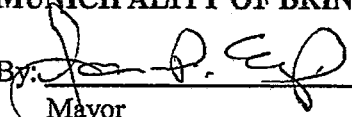
Attest: \_\_\_\_\_ Clerk

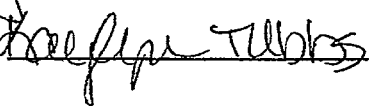
**MUNICIPALITY OF ATTAPULGUS, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF BRINSON, GEORGIA**

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

Attest:  \_\_\_\_\_ Clerk

**MUNICIPALITY OF CLIMAX, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**Section 21. Mediation**

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**COUNTY OF DECATUR, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF BAINBRIDGE, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF ATTAPULGUS, GEORGIA**

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

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF BRINSON, GEORGIA**

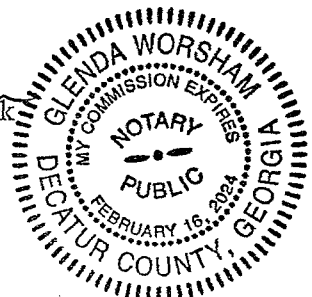
By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF CLIMAX, GEORGIA**

By: Belis  
Mayor

Attest: Glenda Worsham Clerk



# Decatur County Public Works



*1201 Airport Road  
Wainbridge, Georgia, 39817*

15 December 2021

TO: DECATUR COUNTY BOARD of COMMISSIONERS

FROM: DENNIS MEDLEY, DECATUR COUNTY PUBLIC WORKS DIRECTOR

SUBJECT: T-SPLOST Projects

## 2023: T – SPLOST – Proposed Projects

Pave 2.50 miles on Cedar Grove Road -	\$3,000,000.00
Pave 3.1 miles of Bower Station Road	\$3,000,000.00
Pave 0.75 miles on Bailey Road	<u>\$750,000.00</u>
	<b>\$6,750,000.00</b>

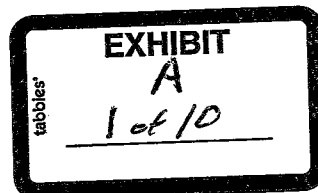
Replace 4 x Large Pipes on Kemp Road with a concrete bridge -	<b>\$500,000.00</b>
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Resurface 5.3 miles on Eula Mills/ New Home Church Road	\$795,000.00
Resurface 3.92 miles on Mars Hill Church Road	\$588,000.00
Resurface 1.41 miles on Mills Road	\$211,500.00
Widen and Resurface Country Club Road	\$400,000.00
Resurface 2.0 miles on Phillip Pope Road	\$300,000.00
Resurface 3.10 miles on Cyrene Road	\$465,000.00
Resurface 1.0 miles on Hines Perkins Road	\$150,000.00
Resurface 1.40 miles on Kemp Road	\$210,000.00
Resurface 0.80 miles on Johnny Gordon Road	\$120,000.00
Resurface 0.70 miles on Gainey Road	<u>\$105,000.00</u>
	<b>\$3,344,500.00</b>

Purchase / Replace equipment – see 5-year Capital Improvement Program -	<b>\$3,991,000.00</b>
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Airport Improvements and Equipment	<b>\$817,000.00</b>
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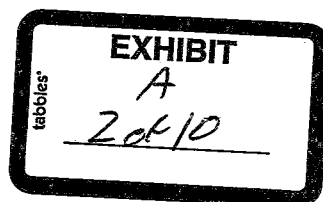
	<b>\$15,402,500.00</b>
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Five (5) YEAR CAPITAL IMPROVEMENT PROGRAM  
PUBLIC WORKS DEPARTMENT  
AS OF: 15 December 2021

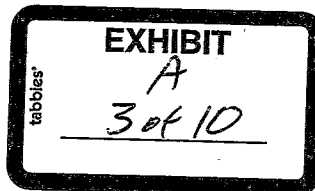
YEAR	2023	2024	2025	2026	2027	TOTAL
<b>Machinery &amp; Equipment</b>						
318F Wheeled Excavator - 2018	270,000.00					270,000.00
310 SL Rubber Tire Back hoe - 2018	90,000.00					90,000.00
Low Boy Trailer - 2020					90,000.00	90,000.00
Low Boy Truck - MAC -	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	65,000.00
324D Excavator (E250G) - 2020			250,000.00			250,000.00
Bob Cat (BC1) - 2010	70,000.00					70,000.00
938K Loader (L41) - 2014			198,000.00			198,000.00
770GP Motor Grader ( G24) - 2018	285,000.00					285,000.00
12M3 Motor Grader ( G25) - 2019		285,000.00				285,000.00
624L Loader - 2019		180,000.00				180,000.00
250G Excavator - 20220			235,000.00			235,000.00
670G Motor Grader (G26) - 2020			285,000.00			285,000.00
670GP Motor Grader (G27) - 2020			285,000.00			285,000.00
670G Motor Grader (G29) - 2021				285,000.00		285,000.00
140M Motor Grader (G28) - 2021				285,000.00		285,000.00
Small Vibratory Compactor	90,000.00					90,000.00
D4C - Dozier (T4) - 2000						
<b>Vehicles</b>						
14 cy Dump Truck (DT32) 2021	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	60,000.00
14 cy Dump Truck (DT33) 2021	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	60,000.00
14 cy Dump Truck (DT34) 2022	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	60,000.00
14 cy Dump Truck (DT35) 2023		165,000.00	12,000.00	12,000.00	12,000.00	201,000.00
Detail Bus	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	40,000.00
Truck # 150A - Mike Ethridge - 2001 -	25,000.00					25,000.00
Truck # 161 - Ricky - 2009 - Mechanic Truck		35,000.00				35,000.00
<b>Small Equipment</b>						
3715 Bat Wing Mower (BW6) - 2018 -Moore	20,000.00					20,000.00
3715 Bat Wing Mower (BW7) - 2021 - Martin				22,000.00		22,000.00
BH27 Bush Hog Mower (M13) - 2019 - Moore		5,000.00				5,000.00
BH27 Bush Hog Mower (M14) - 2019 - Martin		5,000.00				5,000.00
6120E Mower Tractor (MT20) - 2018 - Moore	60,000.00					60,000.00
5090 Mower Tractor (MT22) - 2019 - Martin		45,000.00				45,000.00
5090 Mower Tractor (MT23) - 2019 - Moore		45,000.00				45,000.00
5115M Mower Tractor (MT24) - 2021 - Martin				60,000.00		60,000.00
<b>TOTAL</b>	<b>967,000.00</b>	<b>822,000.00</b>	<b>1,322,000.00</b>	<b>721,000.00</b>	<b>159,000.00</b>	<b>3,991,000.00</b>



**CITY OF ATTAPULGUS  
TRANSPORTATION TAX / T-TAX  
PROPOSED PROJECTS / EQUIPMENT  
SECOND PHASE**

1.	PAVE BOYETT CIRCLE / .3 MILES	\$ 25,000
2.	PAVE NORTH MAIN STREET/ HEAVY DUTY / .2 MILES	\$ 35,000
3.	PAVE TOBACCO ROAD/ .3 MILES	\$ 25,000
4.	PAVE WOOD STREET/ .3 MILES	\$ 25,000
5.	PAVE WOODLAND AVENUE/ .3 MILES	\$ 25,000
6.	AUGER	\$ 1,000
7.	ASPHALT ROLLER	\$ 20,000
8.	BACKHOE / JOHN DEERE 310	\$ 50,000
9.	DRAINAGE CONTROL—SURFACE WATER / INSTALL CULVERT PIPES, CATCH BASINS AND CLOSE IN DITCHES/PURCHASE LAND FOR WATER RETENTION	\$ 30,000
10.	FLAIL HEAD MOWER / 14 FT RHINO / 3 PT. HITCH	\$ 18,000
11.	SCAG MOWER / 32 HSP / 61' CUT	\$ 18,000
12.	SERVICE TRUCK / PICKUP	\$ 45,000
13.	STREET / TRAFFIC SIGNS / POSTS / MOUNTING HARDWARE	\$ 16,000
14.	STRIPING MACHINE	\$ 12,000
15.	TRACTOR / JOHN DEERE 50 HSP	\$ 30,000
16.	TRAFFIC CONTROL / SIGNS / CONES / BARRELS / BARRICADES / MEN WORKING/ETC.	\$ 25,000
17.	TRIMMERS- ECHO COMMERCIAL - (FOUR)	\$ 2,500
<b>TOTAL COST OF PROPOSED USE OF T-TAX</b>		<b>\$ 402,500</b>

12/01/2021



James P. Earp  
*Mayor*

Kaylynn Tubbs  
*Town Clerk*

## *Town of Brinson*

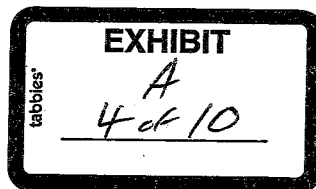
P.O. Box 728  
Brinson, GA 39825  
Phone 229-248-1752  
Fax 229-248-1758

*Councilmen*  
Joe Belvin  
Monty Bullock  
Mike McComb  
Hardy Powell

The proposed TSPLOST II will be used to resurface, repair and provide maintenance for streets in Brinson. The roads and repairs should be as follows.

Wainhurst St	0.4 mile
South Leon St	0.3 mile
Gordon St	0.2 mile
McNair St	0.3 mile
Third Street	0.35 mile
N. Leon St	0.3 mile

The total Project cost estimated is \$192,500.

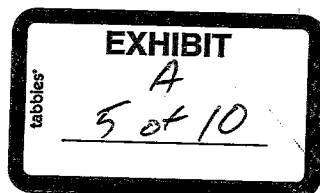


**CITY OF CLIMAX  
105 DRANE STREET  
CLIMAX, GA 39834  
Phone: (229)246-0467  
Fax: (229)248-1035**

Estimated T-SPLOST Funding for Resurfacing of Streets, DOT Regulatory and Street Signs Center-line Striping of streets, as prioritized below, based on \$25,000,000. (X) Climax Percentage of 1.01% equals \$252,500.00 over the five year T-SPLOST cycle.

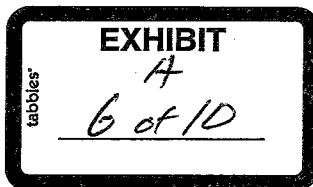
1. DOT approved street signs and regulatory signs, traffic and repair signs, and associated mounting hardware. (These items will be purchased and installed over the T-SPLOST cycle.)	\$24,400.00
2. Pecan Street Resurfacing	\$47,100.00
3. MLK/Cloud Resurfacing	\$37,500.00
4. Bradley Street Resurfacing	\$19,500.00
5. Railroad Street Resurfacing	\$14,300.00
6. Madison Street Resurfacing	\$45,100.00
7. Lee Street Resurfacing	\$22,700.00
8. Jeter Street Resurfacing	\$16,000.00
9. Maintenance Vehicle, Streets & Roads	\$23,750.00
10. Center-Line Striping, Double Yellow Line, And White Edge Lines, if required.	\$2,150.00
Estimated Cost-----	\$252,500.00

\*\*\*Based on asphalt price of \$75.00 per ton (Items 2-8)



**CITY OF BAINBRIDGE TSPLOST II BUDGET PLAN**

RESURFACING PROJECTS	\$ 4,988,332.00
ROAD AND RIGHT OF WAY MAINTENANCE	\$ 1,659,144.00
STORMWATER PROJECTS AND MATCHING FUNDS	\$ 650,000.00
EQUIPMENT PURCHASES	\$ 552,524.00
EQUIPMENT DEBT SERVICE	\$ 900,000.00
	\$ 8,750,000.00

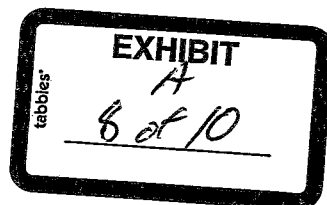


**TSPLOST II RESURFACING PLAN**

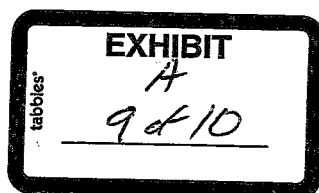
STREET	LENGTH	WIDTH	SQUARE FEET	CURBING	ZONE	YEAR	ESTIMATED COST
Whigham Dairy Road	STIP				2		\$ 1,200,000.00
Cheney St	644	20	12880	w/o	1	1	\$ 12,236.00
Clayton St	493	20	9860	w/o	1	1	\$ 9,367.00
Florida St	2037	26	52962	With	1	1	\$ 56,669.34
Market St	453	18	8154	w/o	3	1	\$ 7,746.30
Morningside Dr	1992	24	47808	With	4	1	\$ 51,154.56
Troupe St	2305	20	46100	With	3	1	\$ 49,327.00
Water St	1975	24	47400			1	\$ 45,030.00
S Bruton St	389	20	7780	With	3	1	\$ 7,391.00
Clark St	1516	20	30320	With	3	1	\$ 32,442.40
Culbreth St	1992	24	47808	With	4	1	\$ 51,154.56
Donalson St	1394	28	39032	With	4	1	\$ 41,764.24
Forest Ln	2441	20	48820	w/o	2	1	\$ 46,379.00
Pine St	4832	20,32,24,25 AND 20	110064	BOTH	4	1	\$ 111,164.64
Progress St	734	26	19084	With	2	1	\$ 20,419.88
Randolph Ct	2203	20	44060	w/o	4	1	\$ 41,857.00
South St	326	24	7824	With	2	1	\$ 8,371.68
Water St	7406	27	199962	With	2	1	\$ 213,959.34
Webster St	1026	26	26676	With	1	2	\$ 28,543.32
Campbell St	743	20	14860	w/o	1	2	\$ 14,117.00
Cheever St	271	24	6504	w/o	3	2	\$ 6,178.80
Clay St	2574	26	66924	With	3	2	\$ 71,608.68
Cosmo St	410	20	8200	w/o	3	2	\$ 7,790.00
Cumberland Ct	1634	20	32680	w/o	2	2	\$ 31,046.00
Garden Ln	670	20	13400	With	4	2	\$ 14,338.00
Green St	5874	20, 22 AND 24	123522	w/o	3	2	\$ 117,345.90
Griffin St	2433	20	48660	w/o	1	2	\$ 46,227.00
Hubert Dollar Dr	1901	20	38020	w/o	3	2	\$ 36,119.00
James St	1115	18	20070	w/o	1	2	\$ 19,066.50
Julia Pl	1775	24	42600	With	4	2	\$ 45,582.00
Lamar St	5527	20,24 AND 40	163152	BOTH	2	2	\$ 164,783.52
Longleaf Dr	3642	20	72840	w/o	4	2	\$ 69,198.00
Loop Ave Ext	511	24	12264	With	4	2	\$ 13,122.48
Lord Ave	1035	20	20700	BOTH	2	2	\$ 20,907.00
Love St	2476	20	49520	w/o	3	2	\$ 47,044.00
Majestic Ave	1398	24	33552	With	2	3	\$ 35,900.64
Myrtle Dr	604	28	16912	With	3	3	\$ 18,095.84
Nancy Pl	439	24	10536	With	4	3	\$ 11,273.52
Reed St	508	20	10160	With	3	3	\$ 10,871.20
S Second St	809	20	16180	w/o	1	3	\$ 15,371.00
Shirley Cir	549	22	12078	With	3	3	\$ 12,923.46
Spruce St	1579	24	37896	With	2	3	\$ 40,548.72
Third St	565	24	13560	With	1	3	\$ 14,509.20
Washington St	3789	24 AND 20	84780	With	3	3	\$ 90,714.60
Adams Dr	820	20	16400	w/o	3	3	\$ 15,580.00
Fourth St	621	20	12420	w/o	1	3	\$ 11,799.00
Magnolia St	623	20	12460	With	3	3	\$ 11,837.00

**EXHIBIT**  
A  
7 of 10

McKinley St	715	20	14300	w/o	2	3	\$	13,585.00
Old Quincy Rd	4967	24	119208	w/o	3	3	\$	113,247.60
Virginia Pl	850	16	13600	w/o	4	3	\$	12,920.00
Barber St	660	26	17160	With	3	3	\$	18,361.20
Church St N	2473	24	59352	w/o	1	3	\$	56,384.40
Crawford St	1372	20	27440	With	1	3	\$	29,360.80
Douglas Ct	362	20	7240	w/o	4	3	\$	6,878.00
Georgia Ave	587	20	11740	w/o	3	3	\$	11,153.00
Georgia St	1300	20	26000	w/o	2	3	\$	24,700.00
Grollman Cir	162	20	3240	w/o	4	3	\$	3,078.00
Loop Ave	860	24	20640	With	4	3	\$	22,084.80
Charles St	948	20	18960	w/o	3	3	\$	18,012.00
College St	2604	24	62496	w/o	3	3	\$	59,371.20
Birch Ln	559	20	11180	w/o	3	3	\$	10,621.00
Pecan Dr	6005	24	127524	BOTH	4	3	\$	128,799.24
College Rd	9536	20	190720	w/o	4	4	\$	181,184.00
Columbia St	3269	20	65380	w/o	3	4	\$	62,111.00
Elbert St	589	18	10602	w/o	3	4	\$	10,071.90
Elizabeth St	619	24	14856	With	4	4	\$	15,895.92
Evans St	3283	27	88641	BOTH	4	4	\$	89,527.41
Martin Luther King Jr Dr	21179	20	423580	BOTH	2	4	\$	427,815.80
E Alice St	3818	20	76360	w/o	3	5	\$	72,542.00
Louise St	2932	37	108484	With	3	5	\$	116,077.88
Oak Dr	4140	20	82800	w/o	4	5	\$	78,660.00
Russ St	4110	25,20 AND 28	107736	BOTH	3	5	\$	108,813.36
Sims St	5987	38 AND 40	231964	With	4	5	\$	248,201.48
<b>TOTAL BUDGET</b>							\$	<b>4,988,332.31</b>



EQUIPMENT	YEAR	AMOUNT
DUMP TRUCK	2023	\$ 141,450.00
INGERSOLL 110 ROLLER	2024	\$ 52,500.00
75 HP TRACTOR	2025	\$ 45,062.00
MINI EXCAVATOR	2026	\$ 102,000.00
AIR COMPRESSOR	2026	\$ 25,000.00
DUMP TRUCK	2027	\$ 141,450.00
75 HP TRACTOR	2027	\$ 45,062.00
		\$ 552,524.00

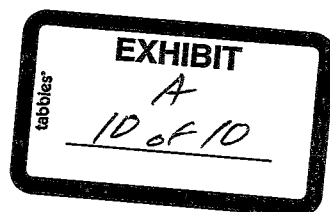




Called Amount

25,000,000.00

Attapulgus	1.61%	402,500.00
Bainbridge	35%	8,750,000.00
Brinson	0.77%	192,500.00
Climax	1.01%	252,500.00
Decatur County	61.61%	<u>15,402,500.00</u>
TOTAL		25,000,000.00



# AdVal Consulting, LLC

1527 Whitfield Park Circle

Savannah, GA 31406

(912) 713-9584

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November 17, 2021

## DECATUR COUNTY, GEORGIA 2022 PERSONAL PROPERTY REVIEW

### INVOICES #1- #10

**CLIENT** Decatur County  
**PROPERTY** Personal Property  
**SERVICES PROVIDED** Personal Property 2022

**FEES DUE (10 PAYMENTS)**

February 2022	- \$2,475
March 2022	- \$2,475
April 2022	- \$2,475
May 2022	- \$2,475
June 2022	- \$2,475
July 2022	- \$2,475
August 2022	- \$2,475
September 2022	- \$2,475
October 2022	- \$2,475
November 2022	- \$2,475

<b>TOTAL 2022 FEES (10 Billings Feb – Nov, 2022)</b>	<b>\$ 24,750</b>
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**DECATUR COUNTY, GEORGIA**  
**CONTRACT AGREEMENT FOR**  
**BUSINESS PERSONAL PROPERTY AUDITS**  
**2022 TAX YEAR**

DECATUR COUNTY, GEORGIA

THIS CONTRACT AND AGREEMENT made and entered into this 14<sup>th</sup> day of December, 2021 by and between **DECATUR COUNTY, GEORGIA**, a political subdivision of the state of Georgia, acting by and through its Board of Commissioners and Board of Assessors, hereinafter referred to as "County", and **ADVAL CONSULTING, LLC**, a Georgia Company with its principal place of business in SAVANNAH, GA, hereinafter referred to as "Company".

**WITNESSETH**

That for and in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the County hires, employs and contracts with the Company to perform certain business personal property audits, and the Company hereby accepts said hiring and employment and contracts with the County, all upon the following terms and conditions.

**BUSINESS PERSONAL PROPERTY  
AUDIT SERVICES TO BE PROVIDED**

1. Our engagement team will work closely with County personnel on a coordinated basis to obtain and organize data on an ongoing basis to be efficiently utilized in our audit process for the review and update of certain Commercial, Industrial and Aircraft accounts. The County shall retain responsibility for the listing and valuation of Boats and all other personal property. The Company will utilize fixed asset depreciation schedules, balance sheets or profit and loss statements, and data secured by the County through personal property tax reporting forms as a basis for our audits.
2. Company personnel will examine the Personal Property Reporting Forms, fixed asset depreciation schedules, and inventory data submitted for each account. If any of the required data is missing or appears inadequate, the County will follow up with an additional request to the taxpayer as deemed necessary. Document Request forms will be supplied by the Company for this purpose. Should follow up efforts fail to result in obtaining the required data, we will take appropriate steps to ensure the properties are not valued at less than fair market value. In these cases it may be necessary that estimates of value be made by our experienced appraisers, with the opportunity for the delinquent or negligent filers to provide the requested necessary data during the informal appeals process. Assessors may opt to subpoena records if the taxpayer is non-responsive to requests.  
  
The Company will make field visits to examine records and inspect facilities as necessary and spend sufficient days in the County offices in order to ensure that the audit is done properly and efficiently.
3. Once all necessary data has been collected, our qualified staff will apply the appropriate depreciation tables to the costs of each of the assets or groups of assets. This data will be input and proofed by the County on their Personal Property software for calculation of 100% taxable values. County staff is responsible for the review and approval of all data prior to submission of the digest.
4. The County will make available adequate office space and telephones for use by the Company. The County will furnish necessary computer forms, postage, printing, listing forms, etc.. County personnel will be responsible for all computer data entry, and generating and sending Valuation and Assessment Notices to each account.
5. The Company will provide skilled staff for up to one day of informal meetings to discuss assessed values with taxpayers. Meeting times and date will be mutually determined by the Company and County.
6. At the conclusion of informal meetings, the Company will recommend any adjustments of value to the Board of Assessors for their consideration.

## PROJECT REQUIREMENTS

In response to typical project requirements for engagements of this type, the following is offered:

1. The Company staff working in the County may include a project manager and a field manager who, in addition to other duties as may be assigned to him, shall establish with the County a time and progress schedule for each phase of the project and insure that there is a consistent timely flow of data and information between the Company and the County so as to achieve maximum efficiency of both entities.
2. When presented with false or inadequate documentation for personal property, one or all of the following procedures may be required:
  - Formal letter request for documentation issued by the County
  - Estimate values past on past experience with similar businesses
  - Site inspections by the Company
  - County subpoena of documents
3. Replacements, rebuilds and repairs are typically addressed as follows:
  - Replacements - include at 100% cost and delete item replaced if disposal is reported
  - Rebuilds - normally included at 50% cost due to excessive labor costs and the fact that original components cannot normally be identified to be deleted
  - Repairs - normally excluded. Typically is not an enhancement to value.
4. We have participated in Personal Property audits and reviews in the following Georgia Counties:  
Appling, Butts, Chattooga, Coffee, Decatur, Forsyth, Hall, Jeff Davis, Jefferson, Lamar, Lowndes, Madison, Muskogee, Seminole, Twiggs.
5. In determining if certain assets are included as either Real or Personal Property we would perform the following procedures as required:
  - review Company assets ledgers and depreciation schedules for both Real and Personal Property
  - review County real estate cards to determine which, if any, items are valued as as Real Property
  - perform a physical inspection, if needed, to verify the existence and extent of the items
  - review lease documents to determine ownership
6. Obsolescence of any type can best be identified by making facility inspections, interviewing production and accounting personnel at the facility, and reviewing financial documents relating to the facility.

Functional Obsolescence - excess capacity or non-utilization of assets may be recognized by making adjustment to the replacement cost estimates of the subject assets. Excess capacity can be accounted for by direct adjustment, if necessary, or by using exponential engineering factors.

Economic Obsolescence - due to the difficulty in identifying and quantifying economic obsolescence, it may not be recognized unless suggested by the taxpayer. It will be primarily the responsibility of the taxpayer to analyze and determine the amount of economic obsolescence, if any, which is found in a particular industry or company. We will review any claims of economic obsolescence presented by the taxpayer and advise the County of our findings. We will perform our own analysis of economic obsolescence outside of this contact and only if requested by the County.

### SCHEDULING

1. The Company will begin the organization, planning and start-up of this project within 60 days after the signing of this contract by the County.
2. Sufficient up-front time will be spent in the assessors office to allow us to familiarize ourselves more fully with the status of the accounts which currently exist. We will also assess current practices of reviewing and processing accounts, follow-up on delinquent and inadequate returns, discovery procedures and valuation techniques.
3. During the early stages of the engagement the County will obtain Sales Tax and Business License lists so that they may begin the discovery process.
4. We would plan to begin updating accounts in March of 2022. This will allow the County to make an accurate determination of values at the earliest possible date.
5. As soon as year 2022 returns are submitted to the assessors by the taxpayers, each account will be logged by County personnel to indicate when it is received and to ensure that an accurate record of returns is maintained.
6. The County will maintain a file for each Personal Property account which will include all data for 2022 and prior years. These original files will not be removed from the County offices without prior authorization of the Chief Appraiser. Copies of returns and supporting data may be reproduced by the County for use by the Company away from the County offices under certain circumstances.
7. A maximum of two days of field and office training will be provided to Personal Property personnel during the course of the engagement.
8. Once all selected files have been audited and worked by the Company, values will be calculated by the County on their computers for mailing of Valuation and Assessment Notices. County is responsible for all data entry and review of data entry.
9. After assessment notices have been sent, and any requests for appeals made, the County will then schedule hearings over a consecutive two day period which is mutually agreed upon by both County and Company.

### STARTING AND COMPLETION DATES

Following execution of this contract, work on the project shall begin within 60 days. The project shall be completed by April 30, 2022; with the exception of assessment hearings which will not commence until forty-five days after the mailing of Valuation and Assessment Notices.

In the event the project, with the exception of assessment hearings and appeals, is not completed by April 30, 2022, The Company shall incur a penalty of \$100 per working day for each day until the project is completed, provided nevertheless, the Company shall receive an extension of the completion time beyond April 30, 2022, for each day the project is delayed beyond the Company's control. Including, but not limited to, changes ordered in the work, lack of adequate cooperation by taxpayers, fire, natural disasters, unavoidable casualties or other causes beyond the Company's control which may reasonably justify delay, including, but limited to, failure on the part of the County to timely perform tasks which are supportive of the Company's work. Requests for extension of contract time shall be made within a reasonable time following the occurrence of the event which causes or results in the delay. The County shall respond to such request within 15 days, expressing its agreement or disagreement with the request. In the event the parties cannot agree, the dispute shall be submitted to arbitration.

### COMPENSATION AND TERMS

In consideration of the Company furnishing to the County Personal Property Reappraisal services as defined herein, said services being acceptable to the County, the Company shall receive from the County the sum of:

**TWENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS**  
**(\$24,750)**

This fee estimate is based on the following schedule of accounts:

<u>CATEGORY</u>	<u>NUMBER OF ACCOUNTS</u>
Industrial	40
Commercial	90
<u>Aircraft</u>	<u>20</u>
Total Accounts	150
Taxpayer Meetings	1 day

For those accounts discovered or which exceed the totals in each category above, the County will be charged using the attached *Classification and Cost Schedule*.

Where a taxpayer has business property in more than one (1) township/district, each township/district will comprise one (1) account. For leased and loaned accounts, each township/district or separate account number will comprise one account.

The above quoted fee includes the audit and updating of certain Industrial, Commercial and Aircraft personal property accounts as outlined above. Each account will be reviewed and audited by the Company based on past experience with properties of a similar nature and upon data submitted with the returns or subsequently obtained.

Any costs for Personal Property Software has not been included in the fee quoted above.

Our appraisers will consider and utilize the Cost and Market approaches in determining values for all accounts. Should it become necessary to perform an additional "Income" approach to address certain claims of reduced values due to economic or functional obsolescence, additional fees will be incurred, upon the County's approval, based on the attached *Classification and Cost Schedule*.

A maximum of one day of informal taxpayer meetings are included in the quoted fee for Business Personal Property. Additional days of meetings or hearings scheduled by the County will be based on the attached *Classification and Cost Schedule*.

For fee payment purposes the Business Personal Property Audit, as outlined under this contract, shall be deemed completed after all contracted Business Personal Property accounts have been audited by the Company and data transmitted to the County, Valuation and Assessment Notices mailed, and informal taxpayer meetings held for the 2022 tax year. At such time of completion, all fees as outlined in this contract, including those generated as a result of "discovered" properties and additional services performed at the request of the County, will be due and payable in full. Board of Equalization hearings are not included in the above quoted fees.

The Company shall furnish monthly invoices for said services, identifying the percentage of progress for the work, and reflecting the cost of the work performed in the preceding month. The Company shall receive payments in monthly installments, beginning with the first day of the following calendar month in which work under the contract began.

Payments may be withheld at any payment date, provided the progress and quality of work is unsatisfactory in the opinion of the Assessors and the Commissioners. Provided, however, that a 1.5% per month late charge shall be added to any invoice not paid by the twentieth of said following month.

### **STATUS OF PARTIES AS INDEPENDENT CONTRACTORS**

The Company represents to the County that it is fully experienced and properly qualified to perform the work provided for herein and that it is properly equipped, organized and financed to perform such work. The Company shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the County, and nothing contained herein in this Agreement shall be construed to constitute the Company or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the County. Nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

### **INDEMNIFICATION**

The Company shall assume all liability and risks for all damages and injuries to persons or property which shall arise or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Company, its officials, employees, agents or servants and save harmless the County from any and all liability, actions, causes of actions, suits, damages, attorneys fees and costs which may arise or accrue due to the conduct of any activity relating to the performance of this Agreement by the Company, its officers, employees, agents or servants.

### **ARBITRATION**

Any dispute which arises under this contract and which cannot be resolved within a reasonable period of time may be submitted to arbitration by either party notifying the other party, in writing, that arbitration is being invoked and naming its arbitrator. The opposite party shall respond within 15 days naming its arbitrator and the arbitrators thus chosen shall select a third arbitrator. At a time convenient within the following 30 days, the arbitrators shall meet to hear evidence from both parties and shall render their decision in writing within 5 days thereafter, which decision shall be binding on both parties.

**PERSONAL PROPERTY  
NEWLY DISCOVERED ACCOUNTS  
AND TESTIMONY**

**CLASSIFICATION SCHEDULE AND COST  
(FOR ADDITIONAL SERVICES PROVIDED)**

CLASSIFICATION "A1" (less than \$50,000)  
\$60.00 per account

CLASSIFICATION "A2" - \$50,000 to \$100,000  
\$120.00 per account

CLASSIFICATION "A3" - \$100,000 to \$250,000  
\$180.00 per account

CLASSIFICATION "A" - \$250,000 to \$400,000  
\$300.00 per account

CLASSIFICATION "B" - \$400,000 to \$1,000,000  
\$600.00 per account

CLASSIFICATION "C" - \$1,000,000 to \$5,000,000  
\$1,800.00 per account

CLASSIFICATION "D" - more than \$5,000,000  
\$1,250 per diem plus expenses

INCOME APPROACH (FOR ANALYSIS OF CLAIMED OBSOLESCENCE)  
\$1,250 per diem plus expenses

ADDITIONAL TAXPAYER MEETINGS (BEYOND ALLOTTED 1 DAY)  
\$1,250 per diem plus expenses

TESTIMONY AND DEPOSITIONS  
\$2,000.00 per diem plus expenses



**THOMAS A. TINKER, A.S.A**  
**PROJECT MANAGER**  
**PROFESSIONAL QUALIFICATIONS**

**BUSINESS EXPERIENCE**

Thomas A. Tinker, ASA is Principal and Senior Personal Property Appraiser for Tinker & Associates.

Prior to this, Mr. Tinker was first a machinery and equipment appraiser with a major international appraisal organization, and then an appraisal manager with one of the Big Five accounting firms. He began property tax consulting, in addition to his valuation work, in 1989 to satisfy client demand.

**VALUATION EXPERIENCE**

As an appraisal manager, Mr. Tinker has provided appraisal services to determine fair market value for ad valorem taxation; allocation of the purchase price; liquidation and auction values for financing; retrospective cost analysis for recapture studies; insurance values; residual and terminal leasing values. As a property tax consultant, Mr. Tinker has worked closely with state and local tax officials in the valuation of businesses as well as in the resolution of complex tax-related valuation issues.

Mr. Tinker has extensive county ad valorem tax valuation experience in several southeastern states. Additionally, Mr. Tinker has served clients in a variety of industries including petroleum/petrochemicals; mining and milling; industrial and manufacturing; textiles and apparel; wood and wood products and metals.

**EDUCATION**

B.S. Mechanical Engineering, California Polytechnic State University

**APPRAISAL AND SPECIAL COURSES**

California State University - Los Angeles

The Appraisal of Real Estate

Real Estate Law

Real Estate Finance

Real Estate Principles and Practice

American Institute of Real Estate Appraisers

Capitalization Theory

Society of Real Estate Appraisers

Condemnation Appraisal Workshop

Income Property Valuation Seminar

Arthur Andersen & Company

Financial Accounting for Non-Financial Managers

**PROFESSIONAL AFFILIATIONS**

American Society of Appraisers - Accredited Senior Appraiser (A.S.A.)

International Association of Assessing Officers - Associate Member

Georgia Association of Assessing Officers - Associate Member

IN WITNESS THEREOF, the parties hereto, acting by and through their proper officials, have caused this agreement to be executed this 11<sup>th</sup> day of January 202~~1~~<sup>2</sup>.

DECATUR COUNTY, GEORGIA

  
CHAIRMAN  
BOARD OF COMMISSIONERS

  
CHAIRMAN  
BOARD OF ASSESSORS



AdVal Consulting LLC  
Matthew A. Tinker

November 17, 2021  
Date

**STATE OF GEORGIA**  
**PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**  
**Agreement for Funding of Prosecution Based VWAP Program**  
**CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING Program (CESF)**  
**FY2020 Coronavirus Aid Relief and Economic Security Act (CARES)**  
**Supplemental Award**

County: Decatur

Implementing Prosecuting Attorney: Joseph K. Mulholland

**CESF Funding (Comp Advocates): CJCC Grant No: B50-8-128**

A. CESF (Comp Advocate) Federal Funds:           \$ 54,672

Initial Grant Period: October 1, 2021 to September 30, 2022

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the Decatur County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the South Georgia (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2021 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.

- (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Coronavirus Emergency Supplemental Funding (CESF) FY20 Coronavirus Aid Relief and Economic Security Act (CARES) Grant Program (hereinafter referred to as “CESF”). The CESF Program supports direct services to crime victims, (i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime) and provides funding to assist prosecution-based VWAP programs in preventing, preparing for, and responding to the coronavirus.

The Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) is the federal agency that administers the CESF Program. The CESF program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. The CESF program provides onetime funding in fiscal year (FY) 2020 to support preventing, preparing for, and responding to the coronavirus COVID-19 public health emergency including funding personnel essential to prevent, prepare for and/or respond to the coronavirus pandemic (i.e. personnel assisting with an increase in caseloads, increase in service needs resulting from the pandemic, etc.).

- (b) Effective October 1, 2013, PACGA has been awarded a Victims of Crime Act (VOCA) subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits. Due to a 20% reduction in VOCA funding at the Federal level for the Federal Fiscal Year beginning October 1, 2021, CJCC applied for, and was awarded CESF Program funding through the CARES Act. This funding is being distributed in place of a portion of VOCA funding. CESF funding under this award should be used to prevent, prepare for, and respond to the coronavirus. Specifically, funds are being awarded to support Comp Advocates who will assist in addressing the needs of victims including in those cases that have been backlogged due to the pandemic.
- (c) The CFDA number for this grant program is 16.034.
- (d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

- (a) Exhibit “A” contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for PACGA, the County and the Prosecuting Attorney.
- (b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

- (a) The purpose of this Agreement shall be to facilitate efficient allocation of CESF funding for victims' services by the Prosecuting Attorney within the County.
- (b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit "B")
- (c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:
  - (1) Facilitate statewide data collection regarding the type and number of services provided by CESF advocates;
  - (2) Identify areas where victims are un-served and/or underserved and redirect CESF funds accordingly.
- (d) Victims Comp Services: For offices that accept funding in addition to VOCA continuation funding for the Federal Fiscal Year beginning 2017-2018 to provide a victims compensation advocate, the Prosecuting Attorney agrees to hire an additional advocate and designate an advocate as the Victims Compensation point-of-contact for the Circuit. Funding designated for Comp Advocates shall be used for this purpose in any year in which funding is continued.
- (e) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 9a).

6. Budget Limitation: The approved budget total (see 9a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget.

7. Use of Volunteers:

- (a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are

not required to be included in the budget.

8. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

- (a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports (VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31, 2021	Due: <b>January 15, 2022</b>
Quarter 2	January 1 – March 31, 2022	Due: <b>April 15, 2022</b>
Quarter 3	April 1 – June 30, 2022	Due: <b>July 15, 2022</b>
Quarter 4	July 1 – September 30, 2022	Due: <b>October 15, 2022</b>

- (b) Outcome Performance Measurement Surveys (Annual).

- (1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Annually	Oct. 1, 2021 -Sept. 30, 2022	Due: <b>October 30, 2022</b>

- (2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website:  
<http://cjcc.georgia.gov/outcome-performance-tools-1>.

- (c) Funded offices may be required to provide additional programmatic data as specified by CJCC during the grant year. Information on additional requirements will be communicated to offices immediately upon receiving requests from CJCC

9. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than October 1, 2021. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.
- (b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred

during the grant period. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2021	Due: <b>January 15, 2022</b>
Quarter 2	January 1 – March 31, 2022	Due: <b>April 15, 2022</b>
Quarter 3	April 1 – June 30, 2022	Due: <b>July 15, 2022</b>
Quarter 4	July 1 – September 30, 2022	Due: <b>October 15, 2022</b>

- (c) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:
- (1) The point of contact information;
  - (2) Request to modify budget within currently approved categories;
  - (3) Request for a no-cost extension;
  - (4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).
- (d) All program staff, must keep time sheets documenting total time worked, time worked on grant activities, and the percentage of total time spent on grant activities. Time worked on grant activities must be further broken down into CJCC approved categories.
10. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.
11. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth by CJCC and in PACGA Policy 11.2 and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.
12. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars shall be reported separate from other funds.
13. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. §

50-18-90 et seq. Such documentation shall be retained for at least three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.

14. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
15. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.
16. Termination:
  - (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
    - (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.
    - (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
    - (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.



- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
  - (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
  - (2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.
  - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.
  - (4) An assignment is made by the County for the benefit of creditors.
  - (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

17. Coronavirus Emergency Supplemental Funding Program (CESF) Coronavirus Aid Relieve and Economic Security Act (CARES Act) - Funding Conditions:

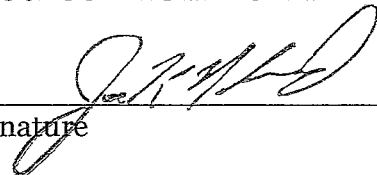
- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the CESF and CARES Act.
- (c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at:  
<https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources>
- (d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA. Special Conditions may be updated during the grant year.
- (e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: <https://ojp.gov/financialguide/index.htm>
- (f) The County and Prosecuting Attorney hereby assure and certify that it:
  - (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit

Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;

- (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
- (3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

18. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.
19. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.
20. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

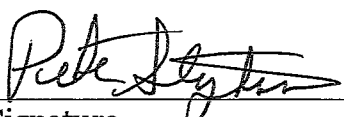
PROSECUTING ATTORNEY EXECUTION:

  
Signature \_\_\_\_\_ Date signed by Prosecuting Attorney 12/14/2021

Joseph K. Mulholland  
Printed Name \_\_\_\_\_

The Honorable  
District Attorney, South Georgia Judicial Circuit  
Solicitor-General, \_\_\_\_\_ County

COUNTY EXECUTION:

  
Signature \_\_\_\_\_ Date signed by County 1-11-2022

Pete Stephens  
Printed Name \_\_\_\_\_

County Commissioner Chairman  
Title \_\_\_\_\_  
Official for Decatur County

PACGA EXECUTION:

\_\_\_\_\_  
Signature \_\_\_\_\_ Date signed by Council \_\_\_\_\_

Peter J. Skandalakis  
Executive Director  
Prosecuting Attorneys' Council of Georgia  
1590 Adamson Parkway, Fourth Floor  
Morrow, Georgia 30260-1755

EXHIBIT A

**PACGA, County and Prosecuting Attorney Contact Information**

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia  
Attn: Sarai Leonides  
1590 Adamson Parkway, Fourth Floor  
Morrow, Georgia 30260-1755  
(770) 282-6300  
Email: [sleonides@pacga.org](mailto:sleonides@pacga.org)

2. The County's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

Decatur County Board of Commissioners  
Attention: Pete Stephens, Chairman  
P.O. Box 726  
Bainbridge, Georgia 39818  
Telephone No.: 229-248-3030  
Email: [michelle@decaturcountyga.gov](mailto:michelle@decaturcountyga.gov)

3. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

South Georgia Judicial Circuit / Office of the DA  
Attention: Salome Mosely, Project Director  
P.O. Box 1870  
Bainbridge, Georgia 39818  
Telephone No.: 229-246-1823  
Email: [smosely@pacga.org](mailto:smosely@pacga.org)

EXHIBIT B  
PACGA Policy 11.2



# Prosecuting Attorneys' Council of Georgia

**Policies & Procedures**

Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.

**11.2**

**Victim Services**

**Victims of Crimes Act - Funding Conditions**

## 1. Purpose.

This Policy establishes policies, procedures and conditions that apply to all prosecution-based victim services programs that receive funding through the Prosecuting Attorneys' Council (PACGA or "the Council") as specified in Section 3.

## 2. Authority.


- (a) Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112. (b) O.C.G.A. §§ 15-18-14.2; 15-18-40(c); 15-18-73(b).

## 3. Scope.

- (a) This policy applies to all district attorneys and solicitors-general offices that receive federal funding under the Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112, as amended, (hereinafter referred to as "funded offices") that are administered by PACGA pursuant to one or more grants from the Criminal Justice Coordinating Council.
- (b) The provisions of this policy constitute binding special conditions that must be adhered to as a condition of the receipt of grant funds and are in addition to any other special conditions that may apply to the federal grant program.

## 4. Definitions.

- (a) "CJCC" means the Criminal Justice Coordinating Council.
- (b) "Funded office" means a district attorney's office or a solicitor-general's office that is receiving VOCA funds through the Council.
- (c) "OJP" means the Office of Justice Programs of the United States Department of Justice.
- (d) "VOCA" means the Victims of Crime Act, 42 U.S.C. Chapter 112.
- (e) "VWAP" means a prosecution-based victim-witness assistance program operated by a funded office.

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**5. Role of the Council.**

- (a) The Council is the fiscal officer for the prosecuting attorneys and the recipient of federal funds under VOCA. The Council is responsible to the CJCC, and through them to the federal grantor agency, for providing administrative oversight and insuring that all prosecuting attorneys' offices receiving VOCA funds comply with all state and federal statutes, rules, regulations applicable to such grant as well as any special conditions that apply to the grant.
- (b) The Executive Director is responsible to the Council for the proper administration of the grant and timely making any reports required by the grant. The Executive Director may designate one or more employees to perform any function necessary to administer the grant or which necessarily appertain thereto.

**6. Responsibilities of District Attorney's Offices or Solicitor-General's Offices.**

- (a) The district attorney or solicitor-general of a funded office is responsible for the proper administration of the funds received by their office and compliance with this Policy.
- (b) The district attorney or solicitor-general of a funded office may designate, in writing, an employee to be responsible for the administration of the grant fund and making any reports required by this policy or the grant. A copy of such designation shall be submitted to the Executive Director or his or her designee.
- (c) Each funded office agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program set forth in 28 CFR 94 Subpart B and available at: <http://www.ojp.usdoj.gov/ovc/voca/vaguide.htm>
- (d) Each funded office agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Council or CJCC during and subsequent to the grant award period.
- (e) Each funded office agrees to obtain and maintain a Data Universal Numbering System



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**Victims of Crimes Act - Funding Conditions**

(DUNS) number and to provide that number to the Council.

- (f) Each funded office agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM).
- (g) Each funded office agrees to adhere to the provisions set forth in all executed Memoranda of Agreement and in the Special Conditions issued by CJCC or PAC.

### 7. Delivery of Services to Victims.

- (a) No cost for Services. Funded offices must provide services to crime victims at no charge.
- (b) Core Services. Funded offices must, at a minimum, abide by the provisions of the "Crime Victims' Bill of Rights," O.C.G.A. § 17-17-1, et seq., including, but not limited to, providing the following core services:
  - (1) Educating victims about their role in the criminal justice process.
  - (2) Stabilizing Lives:
    - (A) Funded offices shall:
      - (i) Coordinate crime scene clean-up services;
      - (ii) Provide information and assistance with the return of stolen/damaged property;
      - (iii) Provide referrals to and coordinate services with agencies that provide food, shelter, support groups, medical care, and crisis/emergency intervention and long-term therapy/counseling;
      - (iv) Provide assistance with information, application, and document





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collection for Crime Victim Compensation, ensuring that all victims understand their rights to receive compensation, all applicable eligibility requirements, and all application procedures;

- (v) Provide assistance with information, application, and document collection for restitution in order to ensure that restitution is made a part of every applicable criminal sentence; and
- (vi) Provide assistance with other applications (TANF, Immigration, leases, etc.) and/or other paperwork relating to acquiring services as a direct result of the crime.

(B) Funded offices may:

- (i) Assist victims requesting assistance in working with bill collectors/creditors, where expenses directly resulted from the crime or loss of wages due to the crime; and
- (ii) Assist victims with employers and/or school administrators when victims lose wages, employment, or time as a direct result of the crime or cooperation with the prosecution.

(3) Meeting Emotional/Physical Needs. Funded offices shall:

- (i) Ensure advocates' availability to victims and law enforcement around the clock, ensuring provision of both information about victim options immediately following the crime and first-response emotional support & crisis intervention (homicide, aggravated assault and domestic/family violence cases, and crisis response);
- (ii) Assist with death and serious injury notifications for families of victims;
- (iii) Provide assistance with preparation of Victim Impact Statements and presentation of the Statements in court;



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- (iv) Provide assistance with letters, victim impact statements, registration for Georgia Victim Impact Panel, facilitation of/accompaniment to Visitor's Day, clemency hearings and executions, etc.;
- (v) Provide follow-up services to victims at hospital facilities, coroner's offices, and/or funeral homes;
- (vi) Provide personnel availability during interviews to help victims feel more comfortable;
- (vii) Provide emotional support to victims and their families throughout the judicial process;
- (viii) Provide practical assistance to ensure necessary court appearances of victims (e.g., services for disabled victims and translators); and
- (ix) Provide appropriate post-sentence referrals and intervention if needed.

#### (4) Meeting Safety & Security Needs. Funded offices shall:

- (i) Assist victims with safety planning;
- (ii) Coordinate communication with necessary professionals with on-going activities of the defendant that is putting the victim in fear and/or physical jeopardy;
- (iii) Prompt necessary actions to expedite a stage of the case for victim protection (i.e., alert prosecutors if a case is dismissed in Magistrate Court to initiate the indictment/bond process for victim protection);
- (iv) Prompt necessary actions to initiate the process for probation revocation if defendant violates the sentence terms and jeopardizes victim safety,



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etc.);

- (v) Provide information and advocacy regarding Temporary Protective Orders;
- (vi) Assist victims with notification requests to the county jail/Department of Corrections and Parole regarding the defendant's release from incarceration; and
- (vii) Provide a comfortable waiting area apart from defendant's family and acquaintances;

(5) Assisting with the Criminal Justice System. Funded offices shall:

- (i) Assist the victim and family members with understanding the criminal justice system and what to expect at each stage of the process;
- (ii) Assist the victim and family members with understanding all legal terminology and strategy during processing of the case;
- (iii) Advocate for restitution at time of sentencing (this can become part of the sentence and if payment is not rendered, it may be a probation violation);
- (iv) Coordinate victim needs for transportation and travel that may include; air, train, bus, auto, accommodations, and meals;
- (v) Assist victims with warrant application processes and attend pre-warrant court hearings;
- (vi) Serve as liaison between victims, investigators, prosecutors and court personnel;
- (vii) Provide assistance to investigators and prosecutors for initial and ongoing



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contact with victims (e.g., interviews and scheduling of interviews);

- (viii) Ensuring that contact information and the physical location of the victim is maintained and accurate for continuation of services;
- (ix) Provide courtroom orientation and pre-trial preparation to testifying victims;
- (x) Escort victims to court and related hearings;
- (xi) Provide ongoing communication and information regarding status of the case, bond hearings, grand jury decisions, disposition options, appellate decisions, etc.;
- (xii) Attend hearings with victims or on behalf of victims when their presence is not required;
- (xiii) Assist victims with making contact with the Board of Pardons and Paroles and the Department of Corrections to request notification regarding a defendant's entry into the prison system and offering avenues for opinions on early parole release;

### (6) Education/Collaboration:

#### (A) Funded offices shall have personnel:

- (i) Serve on community victim advocacy committees, boards of directors, and task forces, acting as liaison for prosecutor's offices and judicial system (i.e., shelters, rape-crisis centers, etc.);
- (ii) Represent the office on various victims' service bodies including; child fatality review, domestic violence fatality review, elder abuse task force,



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domestic violence task force, various multi-disciplinary teams, etc.;

- (iii) Provide training to community, law enforcement, educational facilities and other professionals on victim assistance and victim related issues including, but not limited to, family violence, identity theft, sexual assault, child abuse, teen dating violence, elder abuse, the criminal and civil justice process, stalking, and crime prevention; and
- (iv) Provide ongoing information and literature to educate victims about the Victim Assistance Program, crime, and other relevant issues through pamphlets, handouts, presentations, referrals, internet, etc.

(B) Funded offices may have personnel serve on a Victim Impact Panel as member or coordinator, and hold monthly meetings, and assist in recruiting, training and maintaining victim panel members and speakers.

(7) Prosecutorial Assistance: Funded offices shall:

- (i) As needed, assist investigators and prosecutors with obtaining reports from DFACS, child advocacy and assessment centers, and other agencies;
- (ii) As needed, assist investigators and prosecutors with completing referral forms and setting up forensic interview at child advocacy and assessment centers;
- (iii) Upon request from investigators, prosecutors, or child advocacy and assessment center personnel, will attend forensic interviews and multidisciplinary team meetings (MDT);
- (iv) As needed, assist investigators and prosecutors with documentation in domestic and family violence cases (pictures of victim's injuries, statements, etc.).



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- (8) Post conviction. If the accused is found guilty and sentenced to incarceration in the custody of the Georgia Dept. of Corrections (GDOC), funded offices will connect the victim with the GDOC victim services division and assist the victim with registering for offender status notifications.



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(c) Limited English Proficient Victims.


- (1) Funded offices will provide services and literature in Spanish and other languages.
- (2) Each funded office must have a written plan that insures that victims who are not proficient in the English language are afforded access to services as required by Executive Order 13166. At a minimum, the plan must meet the requirements set forth in U.S. Dept. Of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41455-41472 (June 18, 2002).
- (3) In addition, funded offices that provide hotline services will provide PACGA documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees that provide hotline services will ensure that its

TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

- (4) For information and resources for providing services to LEP or disabled individuals, visit LEP.gov or Georgia's Americans with Disabilities Act Coordinator's Office, <http://ada.georgia.gov>. You may also contact CJCC for technical assistance with questions or concerns.

(d) Equal Opportunity.

- (1) Funded offices shall provide services to all victims without regard to the victim's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. Any person who believes that they have been discriminated against based on his or race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information has the right to file a civil rights complaint with the Office of Justice Programs.

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- (2) Each funded office shall display the following statement in a prominent location where it will be visible to staff and visitors to the office and include it in any publications provided to members of the public:

The Victim Witness Assistance Program does not discriminate against individuals or groups on the basis of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. If you believe you have been the target of discrimination, you have the right to file a civil rights complaint. Information on how to file a civil rights complaint can be found on the Office of Justice Programs website. <http://www.ojp.gov/about/ocr/complaint.htm>

- (e) Immigration status.

Funded offices that rely on in-kind (non-cash) services necessary to protect life or safety without charge based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. See Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 2353-2001) 66 FR 3613.

- (f) Victims of Federal Crimes.

Funded offices must provide services to victims of federal crimes on the same basis as victims of state and/or local crimes. A victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.





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#### (g) Victims of Crimes Committed by Juveniles.

Beginning January 1, 2014, funded offices must provide services to a victim of a delinquent act committed by a child which would constitute a crime if committed by an adult as required by O.C.G.A. § 15-11-481. If the funded office opts out of prosecuting delinquency cases in one or more counties in accordance with O.C.G.A. § 15-18-6.1, the funded office must provide the Council with documentation showing how victims of delinquent acts in those counties will receive services required by O.C.G.A. § 15-11-481 and this Policy.

#### 8. Use of Volunteers.

- (a) Funded offices must use volunteers unless CJCC determines there is a compelling reason to waive this requirement. A “compelling reason” may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.
- (b) 25% of the 20% VOCA-required matching funds must be in the form of volunteer in-kind match for each funded office unless the requirement is waived, in writing by CJCC.
- (c) Funded offices seeking a waiver from this requirement because they are unable to recruit or maintain volunteers will have to document and demonstrate the efforts they undertook to find volunteers.
- (d) Funded offices shall furnish a listing of all project volunteers that provide direct services, a copy of the contract or agreement between each volunteer and the funded office identifying responsibilities for both parties, and a written job description indicating what types of direct services the volunteer will provide.



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- (e) Funded offices will satisfy 25% of the required match (20%) through the in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is \$12.00 per hour. Higher rates must be pre-approved by CJCC. Any request for deviation from this requirement must be submitted in writing to CJCC utilizing the volunteer requirement waiver request form. A copy of the request must be provided to PACGA.

### 9. Non-Discrimination in Service Provision.

- (a) As recipients of federal funds from the Department of Justice, all funded offices are subject to the following federal non-discrimination laws:
  - (1) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d;
  - (2) Section 504 of the Rehabilitation Act of 1973 - 29 U.S.C. § 794;
  - (3) The Omnibus Crime Control and Safe Streets Act of 1968 - 42 U.S.C. § 3789d(c)(1);
  - (4) Title II of the Americans with Disabilities Act - 42 U.S.C. § 12132;
  - (5) Title IX of the Education Amendments of 1972 - 20 U.S.C. § 1681 (applicable to all funded offices that conduct training);
  - (6) The Age Discrimination Act of 1975 - 42 U.S.C. § 6101; and,
  - (7) Equal Treatment for Faith-Based Organizations - 28 C.F.R. Part 38 (prohibits discrimination based on religious affiliation during service delivery).
- (b) In the event that a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against a funded office, after a due process hearing, on the ground of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, the funded office must submit a copy of the finding to the Council, the CJCC and the OJP Office of Civil Rights.



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### 10. Local Victim Assistance Program Funding, a/k/a Five Percent (5%) Funding, Certification & Reporting.

- (a) Funded offices must be certified and eligible to receive 5% funds by CJCC. Funded offices that are not certified as of the date that the funded office enters into the memorandum of agreement with Council, the county and the prosecuting attorney, must complete certification requirements prior to drawing down funds.
- (b) Funded offices are required by O.C.G.A. § 15-21-132 to submit an annual report to CJCC detailing the receipt and expenditure of 5% funds by January 15 or other deadline established by CJCC of each year. This report must include the total amount of funds received pursuant to this Code section, the purposes for which the funds were expended, and the total number of victims served in each county for which the funds were received. A copy of the annual report shall also be submitted to each county governing authority from which funds were received pursuant to this Code section.

### 11. Other Required Certifications.

- (a) As recipients of federal funds, funded offices are required to verify certain conditions and behaviors by completing certification requirements provided in the common rules for lobbying, drug-free workplaces, and suspension and debarment of the Office of Justice Programs (OJP).
- (b) Funded offices must complete and submit OJP Form 4061/6 entitled "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements" to the Council with the memorandum of agreement.



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### 12. Political Activity.

- (a) The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to funded office staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by federal grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.
- (b) If any changes occur in the funded office's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. Federal funds cannot be used, directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OJP.

### 13. Equal Employment Opportunity Plan.

Funded offices must meet the requirements of 28 C.F.R. § 42.301 et seq., Equal Employment Opportunity Plans (EEOP). The plan must cover the grant period specified in the grant application submitted by PACGA, and an EEOP certification form be submitted directly to the Federal Government. If your office needs technical assistance in preparing an Equal Employment Opportunity Plan, please contact the Office of Civil Rights Compliance Specialist, Office of Justice Programs, Washington, D.C., (202) 307-0690.

### 14. Training of Personnel.

- (a) All victim advocate staff must have completed 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA), CJCC, PACGA or any other organization approved by CJCC that provides training specific to serving crime victims. New staff must complete this training within 12 months of the start of employment as a victim advocate.



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(b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.

(c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>

(d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

### 15. Allowable Costs and Services.

The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

(a) Immediate Health and Safety. Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as:

(1) Crisis intervention;

(2) Accompaniment to hospitals for medical examinations;

(3) Hotline counseling;

(4) Emergency food, clothing, transportation, and shelter (including emergency, short term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and



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- (5) Other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows, and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.
- (b) Mental Health Assistance - Those services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. "Therapy" refers to intensive professional psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.
- (c) Assistance with Participation in Criminal Justice and Juvenile Proceedings.
  - (1) In addition to the cost of emergency legal services noted above, other costs associated with helping victims participate in the criminal justice system also are allowable. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; child care or respite care to enable a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements. Projects devoted to restitution advocacy on behalf of specific crime victims must be specifically approved by CJCC.
  - (2) VOCA funds cannot be used to pay for non-emergency legal representation such as divorces or civil restitution recovery efforts.
- (d) Costs Necessary and Essential to Providing Direct Services - This includes prorated costs of rent, utilities (in certain situations, i.e. a shelter), transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate



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in the criminal justice system and local travel expenses for service providers.

- (e) Special Services - Services to assist crime victims with managing practical problems created by the victimization, such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and, helping to apply for public assistance.
- (f) Personnel Costs - Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; the cost of advertising to recruit VOCA-funded personnel; and the cost of training paid and volunteer staff.

### 16. Other Allowable Costs and Services.

- (a) The following other allowable costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:
- (b) The services, activities, and costs listed below are not generally considered direct crime victim services but often are necessary and essential activities to ensure that quality direct services are provided.
- (c) Before these costs can be supported with VOCA funds, the funded office must certify to PACGA that they have no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes.
- (d) Items not used exclusively for direct victim services should be pro-rated to include only the portion of the item used for direct service to victims.





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(e) The following list provides examples of such items:

(1) Skills training for staff -

(A) VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis, and the travel expenses associated with this training.

(B) Reimbursement of expenses for training must meet the Statewide Travel Policy promulgated by the State Accounting Office (SAO) and the Office of Planning and Budget (OPB) pursuant to O.C.G.A. § 50-5B-5 and Chapter 6 of the PAC Rules. Reimbursement rates must follow local or State rates, whichever is lowest.

(C) Reimbursement of expenses for training will only be provided for staff approved in the budget and for volunteers.

(f) Training Materials - VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers within the VOCA-funded organization and can support the costs of a trainer for in-service staff development when the amounts do not exceed federal standards. Staff from other organizations can attend in service training activities that are held for the funded office.

(g) Supplies and Furniture.

(1) VOCA funds may be used to purchase furniture and supplies that provide or enhance direct services to crime victims, as demonstrated by the funded office. VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, VOCA funds can support a pro-rated share of such an item.

(2) Funded offices cannot use VOCA funds to purchase supplies for another organization or individual to perform a victim-related service.



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- (3) Examples of allowable costs may include computers, video-tape cameras and players for interviewing children, two-way mirrors, supplies and furniture for shelters, work spaces, victim waiting rooms, and children's play areas. The cost of furniture, supplies such as Braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victim services more accessible to persons with disabilities are allowable.
- (4) Title to all equipment and/or supplies purchased with federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.

#### (h) Advanced Technologies.

- (1) At times, computers may increase an applicant's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.
- (2) In making such expenditures, the funded office must describe in the project budget how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the funded office's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements and supplies; and how these additional costs will be supported, as maintenance costs cannot be supported with VOCA funds.
- (3) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by PACGA.



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- (i) Contracts for Professional Services.
  - (1) VOCA funds will not be used to support contract services except when it is necessary to contract for specialized services. Examples of these services include:
    - (A) Assistance in filing restraining orders or establishing emergency custody/visitation rights if the funded office can document to PACGA that the office has a demonstrated history of advocacy on behalf of domestic violence victims;
    - (B) Emergency psychological or psychiatric services; or
    - (C) Sign and/or interpretation for the hearing impaired or for crime victims whose primary language is not English.
  - (2) Applicants are prohibited from using VOCA funds for contracted services which contain administrative, overhead, or other indirect costs included in the hourly or daily rate.
- (j) Operating Costs - Examples of allowable operating costs include: supplies; equipment use fees, when supported by usage logs; printing; photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the pro-rated share of audit costs.
- (k) Supervision of Direct Service Providers - CJCC may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, CJCC may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.



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- (l) Repair and/or Replacement of Essential Items - VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. Funded offices wishing to use VOCA funds for these purposes must demonstrate the following:
- (1) That the building is owned by a state or local government and not rented or leased;
  - (2) All other sources of funding have been exhausted;
  - (3) There is no available option for providing the service in another location;
  - (4) That the cost of the repair or replacement is reasonable considering the value of the building; and
  - (5) The cost of the repair or replacement is pro-rated among all sources of income.
- (m) Public Presentations - VOCA funds may be used to support presentations that are made in schools, community centers, or other public forums and designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by VOCA funds.

### 17. Motor Vehicle Operations.

- (a) **Seat Belt Use.** Pursuant to 23 U.S.C. 402 and 403, and 29 U.S.C. 668, funded offices, as a recipient of Federal contracts, subcontracts, and grants, shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and sub-recipients when operating government-owned, rented, or personally owned vehicles.
- (b) **Text Messaging While Driving.** Text messaging while driving is prohibited for all personnel funded by grants administered by the Council pursuant to grants from CJCC. See Council Policy 12.2(6)(f). All funded offices must have a written text messaging while driving policy.

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**18. Reporting Fraud or Criminal Activity Involving Grant Funds.**

- (a) Funded offices agree to promptly refer to the U.S. Department of Justice (DOJ) Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.
- (b) Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General U.S. Department of Justice Investigations Division 950  
 Pennsylvania Avenue, N.W.  
 Room 4706  
 Washington, DC 20530  
 e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)  
 hotline: (contact information in English and Spanish) (800) 869-4499 hotline fax:  
 (202) 616-9881

- (c) Additional information is available from the DOJ OIG website at:

<http://www.justice.gov/oig/hotline/>

**19. Use of psychologists, professional counselors, social workers, and marriage and family therapists.**

- (a) Funded offices agree to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).
- (b) Funded offices agree to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).



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### 20. Compliance with Federal Uniform Guidance and Audit Requirements.

- (a) Funded offices must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800. Funded offices further understand and agree that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from C.F.R. Part 200 (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide.
- (b) The Catalog of Federal Domestic Assistance (CFDA) number for this grant program is 16.575

### 21. Access to Records.

Funded offices will provide the Council, the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and their representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

### 22. Records & Reports; Use of TRACKER.

- (a) As used in this section:
  - (1) "TRACKER" means the Tracker Prosecutor Case Management System, a secure, on- line computer case management system operated by the Council;
  - (2) "VSSR Data" means data that documents the number of new and existing victims served, the demographics of victims, the type of crimes involved and the number and types of services provided to victims by funded offices.
- (b) Funded offices shall utilize TRACKER to document the number of new and existing



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victims served, the demographics of new victims, and the number and types of services provided victims of crime. Data shall be entered into TRACKER at or near the time services are provided.

- (1) Any funded office not on TRACKER on October 1, 2013 shall, as a condition of receiving funds, take all necessary steps to begin using TRACKER by the end of the first quarter.
  - (2) Funded offices not on TRACKER as of October 1, 2013, must maintain and submit VSSR data to the Council in such form as the Director of the Information Technology Division shall prescribe until such time as TRACKER becomes available for use by that office.
  - (3) When the Executive Director determines that TRACKER is available for use within a circuit or county, failure to utilize TRACKER may result in withholding of reimbursement of expenditures or void the memorandum of agreement.
- (c) Each funded office is responsible for the accuracy of data entered into TRACKER and reported to CJCC.
- (1) The victim assistance coordinator in each funded office shall review VSSR data for completeness and accuracy at least monthly.
  - (2) For offices utilizing TRACKER to manage the preparation and disposition of criminal and civil cases, the victim assistance coordinator is only responsible for the completeness and accuracy of VSSR data related to those cases.
- (d) Any unauthorized use of TRACKER may result in the loss of access to the system, termination of employment, or criminal or civil prosecution.

### 23. Prior Approval Required for Certain Contracts or Subcontracts.

Funded offices cannot use any federal funds, either directly or indirectly, in support of any



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contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of CJCC and OJP.





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### 24. National Environmental Policy Act.

Funded offices must comply with the National Environmental Policy Act, 83 Stat. 852, 42 U.S.C. § 4321, et seq., and other related federal environmental impact analysis requirements of the funded office engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds:

- (a) New construction
- (b) Minor renovation or remodeling of a property that is either:
  - (1) Listed on or eligible for listing on the National Register of Historic Places; or
  - (2) Located within a 100-year flood plain.
- (c) A renovation, lease, or other proposed use of a building or facility that will either:
  - (1) Result in a change in its basic prior use; or
  - (2) Significantly change its size.
- (d) Implementation of a new program involving the use of chemicals other than those:
  - (1) Purchased as an incidental component of a funded office; or
  - (2) Traditionally used, for example, in office, household, recreational or educational environments.

**CRIMINAL JUSTICE COORDINATING COUNCIL  
BJA FY20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM  
SPECIAL CONDITIONS**

**SUBGRANTEE: Prosecuting Attorney's Council of GA**

**SUBGRANT NUMBER: B50-8-128**

1. Non-compliance of any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation to Council that the award be rescinded.

Initials RS

2. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Initials RS

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this FY 2020 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were adopted by the DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information on the Part 200 Uniform Requirements, as they relate to OJP awards, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Initials RS

4. The subgrantee agrees to abide by all administrative and financial guidelines as stipulated in the current edition of the Department of Justice (DOJ) Grants Financial Guide available on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>). All services paid by federal and/or matching funds must have a valid contract that has been pre-approved by the CJCC to ensure compliance with federal and state guidelines and statutes.

Initials RS

5. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Initials PS



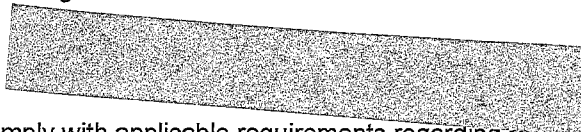
6. A subgrantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

Initials PS



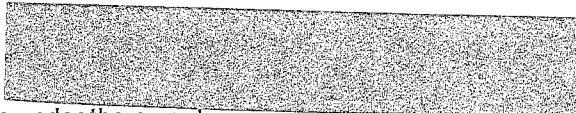
7. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the subgrantee will promptly notify, in writing, the grant manager for this CJCC award and, if so requested by CJCC, seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials PS



8. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) [www.sam.gov](http://www.sam.gov) or with a successor government-wide system officially designated by OMB and OJP and applicable requirements on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.htm> and are incorporated by reference here.

Initials PS



9. Employment eligibility verification for hiring under the award

1. The subrecipient must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 3.B., shall be understood to relieve any subrecipient or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email EVerify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to CJCC, before award acceptance.

Initials DS



10. The subgrantee must have written procedures in place to respond in the event of an actual or imminent

"breach" (OMB M-17-12) if it ---1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

Initials RS 

11. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$250,000 and there has been no competition for the award, the recipient must comply with the rules governing sole source procurement found in the current edition of the OJP Financial Guide at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

Initials RS 

12. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended, and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Initials PS



- 13. The subgrantee agrees to comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantee or individuals defined as employees of the subgrantee. Failure to comply with requirements as set by the OJP which can be found in full at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> will result in the termination of the subgrant award by CJCC.

Initials PS



- 14. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by CJCC -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>

Initials PS



- 15. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages, and costs of attendance at such events. Information on pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (Section 3.10 of "Postaward Requirements" in the DOJ Grants Financial Guide).

Initials PS



- 16. The subgrantee must collect, maintain, and provide to OJP, data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Initials PS



- 17. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

Initials PS



- 18. The subgrantee understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Initials PS



19. The subgrantee agrees to comply with any additional requirements that may be imposed by CJCC during the period of performance for this award, if the subgrantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

Initials   *ML*  



20. The subrecipient must comply with all applicable requirement under 28 C.F.R. Part 42 that relate to an equal employment opportunity program

Initials   *AL*  



21. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Initials   *RS*  



22. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. 28 C.F.R. Part 38 also includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 includes rules and requirements relating to the subrecipient engaging in or conducting explicitly religious activities, as well as subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (current accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Initials   *RS*  



23. The subgrantee understands that as a matter of federal law, funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government (exceptions exist if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law)

Subgrantee understands that federal funds awarded by OJP cannot be used to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, or subcontract or loan, or with respect to actions such as renewing, extending, or modifying any such award (exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations).

If questions should arise as to whether a particular use of federal funds by the subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact CJCC for guidance and may not proceed without the express prior written approval of OJP. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted.

Initials   *RS*  



24. The subgrantee agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restriction that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should question arise as to whether a particular use of federal funds by the subgrantee would or might fall within

the scope of an appropriations-law restriction, the subgrantee is to contact CJCC for guidance, and may not proceed without the express prior written approval of OJP.

Initials PS 

25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrantee agrees to promptly refer to the DOJ OIG any credible evidence that an employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
1425 New York Ave, N.W. Suite 7100  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800)869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig)

Initials PS 

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to and investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The forgoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subgrantee –

- a. represents that it neither required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making the award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



- 2. If the subgrantee does or is authorized to make subawards or contracts under this award –
  - a. it represents that –
    - (1) it has determined that no other entity that the subgrantee’s application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit the otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials PK 

27. The subgrantee agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subgrantee agrees to inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact CJCC for guidance.

Initials PK 

28. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the CJCC encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials PK 

29. The subgrantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the subgrantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC’s grant monitoring activities may result in sanctions affecting the subgrantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions, designation of the subgrantee as a DOJ High Risk Grantee, or termination of an award(s).

Initials PS



30. If the subgrantee is designated as "high risk" by a federal grant making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CJCC by email. The disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Initials PS



31. The subrecipient agrees that it will submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to CJCC per the direction of the Planning and Policy Development Specialist.

Initials PS



32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, CJCC will provide notice of any additional CESF program-specific grants administrative requirements that is incorporated by reference here.

Initials PS



33. Subrecipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guideline. The subrecipient is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The subrecipient must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

Initials PS



34. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such system shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

Initials PS



35. Upon request the subrecipient must assist CJCC in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act and other related federal environmental impact analyses requirements in the use of these award funds.

Initials PS



36. No funds under this award may be expended on individual items costing \$500,000 or more, to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Subgrant Adjustment Request.

Initials PS



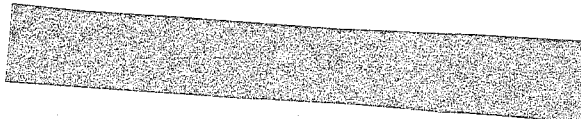
37. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from CJCC. Award funds may not be used to purchase DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

Initials PS



38. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

Initials PS



39. The subrecipient agrees to notify CJCC of any change in the status or duties of the collaborating agency partners or key individuals involved in implementing the activities under this award.

Initials PS



40. The subgrantee agrees to inform CJCC at least 45 days prior to any training, conference, or meeting for prior approval when using grant funding.

Initials PS



41. The subrecipient shall transmit to CJCC copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by CJCC and BJA where appropriate and to respond to press or public inquiries.

Initials PS



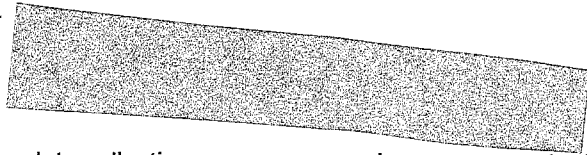
42. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials PS



43. The subgrantee agrees that a detailed justification for consultant/contractor fees in excess of \$650.00 per day must be submitted to and approved by the Office of Justice Program office and the CJCC Council prior to obligation or expenditure of such funds.

Initials PS



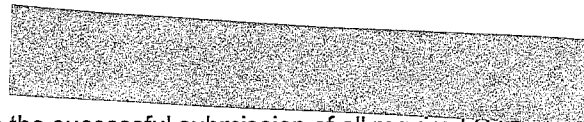
44. The subgrantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by CJCC and the Office of Justice Programs.

Initials PS



45. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

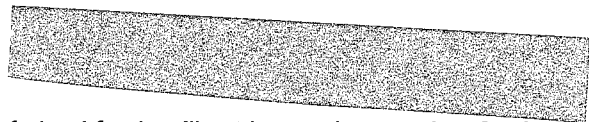
Initials PS



46. This award is contingent upon the successful submission of all required CJCC application documents, as well as the timely resolution of outstanding compliance issues. The subgrantee agrees to maintain programmatic and fiscal compliance during the application process and throughout the life of the grant award. If the application submitted for this grant award was deemed incomplete due to missing documents, the subgrantee agrees to provide the necessary documentation to complete the award packet within the time frame designated by CJCC. In addition, if, during a monitoring activity (e.g., site visit, desk review, technical assistance visit), findings are identified, the subgrantee agrees to take the necessary steps to address the findings within the time frame designated by CJCC.

If the subgrantee does not adequately resolve findings resulting from a monitoring activity or provide requested documents within the time frame designated by CJCC, the subgrantee will be deemed non-compliant and placed on a 90-day probationary period. If the required actions have not been resolved by the end of the 90-day probationary period (e.g., the requested documents have not been submitted and/or compliance issues remain outstanding/unresolved), the subgrantee understands that the awarded amount will be rescinded.

Initials PS



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

Initials PS



48. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the CJCC.

Initials PS (SAR #1 not required for PAC-funded offices)



49. The subgrantee must submit subsequent requests to revise the budget, project summary, and project plan prior to implementing any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials PL [Redacted]

50. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials PL (quarterly basis for PAC-funded offices) [Redacted]

51. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials PL [Redacted]

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

Pete Stephens [Redacted] 11-2022  
Authorized Official Signature Date

Pete Stephens County Commissioner Chairman  
Print Authorized Official Name Title

Joseph K. Mulholland  
District Attorney Signature  
Joseph K. Mulholland  
Print District Attorney Name

### Additional Requirements

1. The Funded Office agrees to comply with all forms, assurances, and certifications related to the VOCA Request for Applications. This includes maintaining a DUNS number, EIN, and active registration with the System for Award Management (SAM).

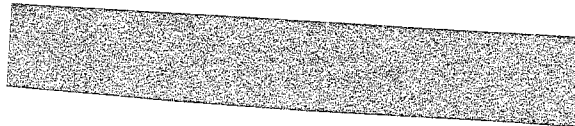
The County's DUNS # is 070332051

Initials: PL



2. The Funded Office understands and agrees that all grant-funded staff including volunteers and those staff that provide a cash match are required to keep timesheets. Detailed directions on the proper completion of timesheets can be found on the PAC website at: <https://pacga.org/wp-content/uploads/2019/07/VOCA-Timesheets-1.pdf>.

Initials: AL



3. The Funded Office understands and agrees that active investigation and prosecution of criminal activities are expressly unallowable costs. No VOCA funds may be used to pay salaries, benefits or other costs associated with active investigation and prosecution of criminal activities except for the provision of victim assistance services to crime victims during such investigation and prosecution.

Initials: DL



4. The Funded Office agrees to establish and enforce an Internet Security Policy when participants, volunteers, and/or staff have access (supervised or unsupervised) to protect the confidentiality, integrity, and availability of data while preventing malicious and other security threats. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.

Initials: PL



## CERTIFICATE OF NON-SUPPLANTING

Federal law requires that grant funds received by the Department of Justice, not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. As the subgrantee and administrator of CESF funds on behalf of the district attorneys and solicitors-general, PACGA is obligated to ensure that prosecutors' offices do not violate these non-supplanting requirements. This certificate of non-supplanting is to be signed by the recipient Victim-Witness Program's District Attorney or Solicitor General. Although the Prosecuting Attorneys' Council of Georgia may provide guidance on CESF budgets, and the Criminal Coordinating Council of Georgia may approve CESF budgets, it is contingent upon the VWAP program receiving federal funds to certify non-supplanting of local funds.

**Supplanting Definition:** Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the sub-grantee or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### CERTIFICATION

The recipient certifies that any funds awarded through the Coronavirus Emergency Supplemental Funding (CESF) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated or allocated for the purpose of providing services to victims of crime. The recipient understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

  
\_\_\_\_\_  
Signature of District Attorney or Solicitor-General

12/14/2021

\_\_\_\_\_  
Date

Joseph K. Mulholland

\_\_\_\_\_  
Printed Name of District Attorney or Solicitor-General

# DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address, and phone number for the project director, the financial officer, and the authorized for the grant. No two officials can be the same person.

## **A. Project Director**

This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

## **B. Financial Officer**

This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer/controller, or the board treasurer.

## **C. Authorized Official**

This person is the official who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This must be the executive director of a state agency, chairperson of the county Board of Commissioners, city mayor, chairperson of the city council, or the chairman/president of the board of directors. All correspondence regarding the grant activation must be signed by the authorized official. Once an allocation has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to PAC.



# DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: Decatur County Board of Commissioners

PROJECT TITLE: District Attorney CESF (Victims Compensation Advocate)

GRANT NUMBER: B50-8-128

Mr.

Ms.

Salome Mosely

PROJECT DIRECTOR NAME (Type or Print)

VOCA Project Director, South Georgia Judicial Circuit / Office of the District Attorney

Title and Agency

P.O. Box 1870

Bainbridge

39818

Official Agency Mailing Address

City

Zip

229-246-1823

229-400-9062

Daytime Telephone Number

Fax Number

smosely@pacga.org

E-Mail Address

Mr.

Ms.

Debbie Erwin

FINANCIAL OFFICER (Type or Print)

Office Manager, South Georgia Judicial Circuit / Office of the District Attorney

Title and Agency

P.O. Box 1870

Bainbridge

39818

Official Agency Mailing Address

City

Zip

229-246-1823

229-400-9062

Daytime Telephone Number

Fax Number

derwin@pacga.org

E-Mail Address

Mr.

Ms.

Pete Stephens

Authorized Official (Type or Print)

County Commissioner Chairman, Decatur County Board of Commissioners

Title and Agency

P.O. Box 726

Bainbridge

39818

Official Agency Mailing Address

City

Zip

229-248-3030

229-246-2062

Daytime Telephone Number

Fax Number

michelle@decaturcountyga.org

E-Mail Address

**JOSEPH K. MULHOLLAND**  
*District Attorney*

*Michael L. Bankston*  
*Chief Assistant District Attorney*

*P.O. Box 1870*  
*Bainbridge, GA 39818*  
*Telephone: 229-246-1823*  
*Fax: 229-400-9062*



*Debbie Erwin*  
*Office Administrator*

***SOUTH GEORGIA JUDICIAL CIRCUIT***  
***Baker, Calhoun, Decatur, Grady and Mitchell Counties***

*Victim-Witness*  
*Telephone: 229-246-5222*

December 14, 2021

E-mail List for VOCA & CESF Correspondence

Salome Mosely, Project Director  
[smosely@pacga.org](mailto:smosely@pacga.org)

Joseph K. Mulholland, District Attorney  
[joekmulholland@yahoo.com](mailto:joekmulholland@yahoo.com)

Debbie Erwin, Financial Officer  
[derwin@pacga.org](mailto:derwin@pacga.org)

**Prosecuting Attorneys' Council of Georgia  
CESF Reimbursement Information Form**

AGENCY NAME: South Georgia Judicial Circuit / Office of the District Attorney

**Electronic Funds Transfer** Reimbursements are required to be made by ACH.

Please provide details for the account to which funds should be deposited. For reimbursements to be deposited into an account other than the county –e.g. DA's Operating Account, etc.–the County Commission must sign below or submit a letter authorizing such deposits.

Bank Name: First Port City Bank

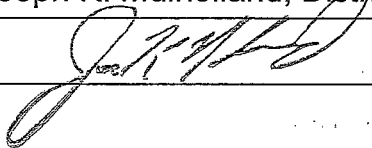
Bank Routing Number: 061202452

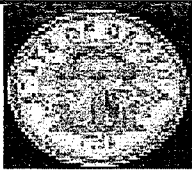
Bank Account Number: 01047029

Agency Contact Name: Joseph K. Mulholland

Agency Contact Telephone Number: 229-246-1823

Agency Authorized Official Name and Title: Joseph K. Mulholland, District Attorney

Agency Authorized Official Signature: 



# SUPPLIER (VENDOR) MANAGEMENT FORM

Agency Vendor Liaisons MUST review this form to ensure the supplier has completed the appropriate highlighted sections 2-5.

Agency Vendor Liaisons MUST complete Section 1 the "AGENCY LIAISON USE ONLY" section prior to submission to SAO.

## SECTION 1 – STATE OF GEORGIA-AGENCY LIAISON USE ONLY

### CHECK ONE AND ENTER ID NUMBER

<input type="checkbox"/>	Newly Assigned Supplier ID																		
<input type="checkbox"/>	Existing TeamWorks Supplier ID																		

### SPECIFY TYPE OF ACTION(S) REQUESTED BY SUPPLIER (VENDOR)

<input type="checkbox"/>	Change Bank Acct - Enter Loc#		(Required for Bank Changes)
<input type="checkbox"/>	Change Address – Enter Addr ID#		(Required for Address Changes)
<input type="checkbox"/>	Classification Change		
<input type="checkbox"/>	HCM Vendor		
<input type="checkbox"/>	Statewide Contract (DOAS Use Only)		
<input type="checkbox"/>	Other (Provide Details in Section 6 and Initial)		

By my signature, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier name and Tax ID listed below.

Liaison Name: \_\_\_\_\_ Agency BU#: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## SECTION 2 – SUPPLIER IDENTIFICATION (Complete all applicable fields) SUPPLIER USE ONLY

FEI/SSN/TIN NUMBER: 58-6000813

SUPPLIER NAME: Decatur County Board of Commissioners

PAYMENT ALT NAME: (IF PAYABLE TO DIFFERENT NAME) \_\_\_\_\_

ADDRESS: P.O. Box 1870

CITY: Bainbridge STATE: GA ZIP CODE: 39818

COUNTRY: USA DRIVERS LICENSE #: \_\_\_\_\_ DL STATE: \_\_\_\_\_

PRIMARY#: \_\_\_\_\_ EXT: \_\_\_\_\_ SECONDARY#: \_\_\_\_\_ EXT: \_\_\_\_\_

LANDLINE  CELL  (USED FOR IDENTITY VERIFICATION) LANDLINE  CELL  (USED FOR IDENTITY VERIFICATION)

CONTACT EMAIL: smosely@pacga.org

## SECTION 3 – BANK ACCOUNT INFORMATION (REQUIRED FOR ALL NEW SUPPLIERS OR BANKING CHANGES/ADDS FOR EXISTING SUPPLIERS) SUPPLIER USE ONLY

ROUTING # 0 6 1 2 0 2 4 5 2 ACCOUNT # 0 1 0 4 7 0 2 9

Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

Check here if this account can only be used for SPECIFIC purpose. VOCA Grant Account - Victim Services  
 Describe specific purpose \_\_\_\_\_

### ACCOUNTS RECEIVABLE NOTIFICATION

PYMT REMIT EMAIL: \_\_\_\_\_  
 PYMT REMIT EMAIL: \_\_\_\_\_

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Joseph K. Mulholland \_\_\_\_\_ 12/14/2021  
 Printed Name of Company Officer Signature of Company Officer Date

**SECTION 4 – SPECIFY TYPE OF ACTION(S) - CHECK ALL THAT APPLY TO THIS REQUEST:**

<input type="checkbox"/>	Deactivate Supplier Profile (Enter justification in Section 6)				
<input type="checkbox"/>	Reactivate Supplier Profile				
Non- 1099 Applicable <input type="checkbox"/>	1099 Applicable <input type="checkbox"/>	1099-N <input type="checkbox"/>	1099-M <input type="checkbox"/>	Enter Code <input type="checkbox"/>	(Required for Form 1099-M)
<input type="checkbox"/>	Add <b>New</b> Bank Account (Must complete Section 3)				
<input type="checkbox"/>	Change <b>Existing</b> Bank Account (Must complete Sections 1 & 3)				
<input type="checkbox"/>	FEI/TIN Change (Cannot be changed if 1099 applicable)				
<input type="checkbox"/>	Supplier (Business) Name Change				
<input type="checkbox"/>	Add <b>Additional</b> Business Address (Must complete Section 2)				
<input type="checkbox"/>	Change <b>Existing</b> Business Address (Must complete Sections 1 & 2)				
<input type="checkbox"/>	Other (Provide Details in Section 6)				

**SECTION 5 – TYPE OF BUSINESS (Check All That Apply)**

**BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY**

<input type="checkbox"/>	*Small Business	<input type="checkbox"/>	Women Owned
<input type="checkbox"/>	GA Resident Business	<input type="checkbox"/>	Minority Business Certified

**MINORITY BUSINESS ENTERPRISE (51% Owned):**

<input type="checkbox"/>	Hispanic – Latino	<input type="checkbox"/>	African American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Asian American	<input type="checkbox"/>	Pacific Islander	<input type="checkbox"/>	Not Applicable

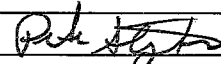
\*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

**SECTION 6 – ADDITIONAL SUPPLIER COMMENTS (Required if "Other" or "Deactivate" box checked in Section 4)**

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

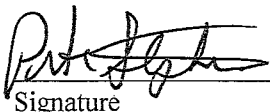
<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> State of Georgia, Criminal Justice Coordinating Council 104 Marietta Street, Suite 440 Atlanta, Georgia 30303  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b> U.S. Department of Justice Office of Justice Programs	<b>7. Federal Program Name/Description:</b> Coronavirus Emergency Supplemental Funding Grant Program  CFDA Number, if applicable: <u>16.034</u>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> South Georgia Judicial Circuit Office of the District Attorney 114 S. Broad Street / P.O. Box 1870 Bainbridge, Georgia 39817	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <div style="background-color: #cccccc; height: 20px; width: 100%; margin-top: 10px;"></div>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature (County): <u></u> Print Name: <u>Pete Stephens</u> Title: <u>County Commissioner Chairman</u> Telephone No.: <u>(229) 248-3030</u> Date: <u>1-11-2022</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for FaithBased and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
  - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, 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 federal assistance.

  
Signature



1-11-2022  
Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—



(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

South Georgia Judicial Circuit, Office of the DA  
114 S. Broad Street / P.O. Box 1870  
Bainbridge, Georgia 39817

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Decatur County Board of Commissioners  
P.O. Box 726  
Bainbridge, Georgia 39818

2. Application Number and/or Project Name

Decatur County District Attorney CESF

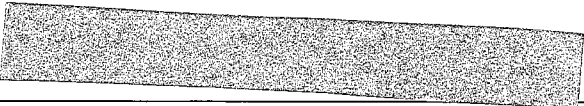
3. Grantee IRS/Vendor Number

4. Printed Name and Title of County Official

Pete Stephens, County Commissioner Chairman



5. County Official Signature



6. Date

U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller

**Federal Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**


This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Pete Stephens, Decatur County Commissioner Chairman

Name and Title of Authorized Representative (County Commission Chair)



Signature (County Commission Chair)

Date

Decatur County Board of Commissioners

Name of Organization

P.O. Box 726 Bainbridge, Georgia 39818

Address of Organization

## AUDIT REQUIREMENTS

State and local governments are governed by the Single Audit Act of 1984 and OMB Circular A-133, as amended, which is effective regarding audits beginning July 1, 1996 and thereafter. The type of audit required under the Circular is dependent upon the amount of total Federal funds expended in the sub-recipient's fiscal year.

State or local governments and non-profit organizations that expend \$500,000 or more a year in Federal funds shall have an audit made in accordance with the Single Audit Act of 1984 and OMB Circular A-133, as amended. This audit report is due in the State Administering Agency's office not later than nine (9) months after the end of the sub-recipient's fiscal year.

State or local governments that expend less than \$500,000 in federal funds yearly shall be exempt from compliance with the Single Audit Act and other Federal audit requirements.

*[NOTE: This does not exempt you from the requirement to maintain, produce, and report financial and other records and documentation relative to the expenditure of these grant funds upon request of the State or Federal Agency administering this program.]*

**Please provide the following information:**

<b>Period of Fiscal Year:</b>	Not Applicable _____
<b>Date of Last Audit:</b>	Not Applicable _____
<b>Date of Next Audit:</b>	Not Applicable _____
<b>Anticipated Date Next Scheduled Audit Will Be Forwarded to the CJCC:</b>	Not Applicable _____

*[NOTE: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed \$500,000 you may write "Not Applicable" in this space.*

## CIVIL RIGHTS REQUIREMENTS

Generally, employees and beneficiaries of agencies or organizations that receive federal funding are protected by civil rights laws. These laws prohibit certain types of discrimination in employment practices and in delivery of services. Please list the contact information of the person responsible for civil rights compliance within your organization.

- (1) **Civil Rights Contact Person:** Joseph K. Mulholland
- (2) **Title/Address:** South Georgia Judicial Circuit DA  
P.O. Box 1870  
Bainbridge, Georgia 39818
- (3) **Telephone Number:** 229-246-1823
- (4) **Number of persons employed by the organizational unit (agency) responsible for administering the sub-grant:** 15

*For more information regarding civil rights requirements, go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/)*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                      <input type="checkbox"/> C Corporation                      <input type="checkbox"/> S Corporation                      <input type="checkbox"/> Partnership                      <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>or</b>				
<b>Employer identification number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px; text-align: center;">5</td> <td style="width: 25%; border: 1px solid black; height: 20px; text-align: center;">9</td> <td style="width: 25%; border: 1px solid black; height: 20px; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px; text-align: center;">6000813</td> </tr> </table>	5	9	-	6000813
5	9	-	6000813	

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, acquisition or mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification if you have a correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1-11-2022</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Decatur County Board of Commissioners</u>	
Address: <u>203 W. Broughton Street Bainbridge, Georgia 39817</u>	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?   Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <u>070332051</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Pete Stephens, County Commissioner Chairman</u>	
Telephone Number: <u>229-248-3030</u>	E-Mail Address: <u>michelle@decaturcountyga.gov</u>

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Pete Stephens, Decatur County Commissioner Chairman [responsible official], certify that Decatur County

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Decatur County Board of Commissioners

[organization],  
P.O. Box 724 Bainbridge, Georgia 39817

[address].  
Pete Stephens, Decatur County Commissioner Chairman Pete Stephens 1-11-2022

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

**Decatur County, Georgia**  
**2021 Year End Budget Amendments**  
**For the Fiscal Year Ended June 30, 2021**

General Fund		
Elections	Increase(decreased) Expenditures	37,000
Probate	Increase(decreased) Expenditures	10,000
Emergency Management	Increase(decreased) Expenditures	14,000
Health	Increase(decreased) Expenditures	2,000
Property Taxes	(Increase) decreased Revenues	(126,500)
Operating Transfer Out	Increase(decreased) Expenditures	<u>63,500</u>
Net Overall Fund Charge		<u>-</u>
Other Funds		
E-911 - SRF		
Revenues	(Increased)Revenues	(5,000)
Expenditures	Increased Expenditures	<u>5,000</u>
Net Overall Fund Charge		<u>-</u>
CDBG EIP - SRF		
Revenues	(Increased)Revenues	(3,500)
Expenditures	Increased Expenditures	<u>3,500</u>
Net Overall Fund Charge		<u>-</u>
Decatur Co. Prison - SRF		
Revenues	(Increased)Revenues	(17,500)
Expenditures	Increased Expenditures	<u>17,500</u>
Net Overall Fund Charge		<u>-</u>
Decatur County Jail Fund - SRF		
Revenues	(Increased)Revenues	(10,500)
Expenditures	Increased Expenditures	<u>10,500</u>
Net Overall Fund Charge		<u>-</u>
A-1 Truss - SRF		
Operating Transfer In	(Increased)Revenues	(63,500)
Expenditures	Increased Expenditures	<u>63,500</u>
Net Overall Fund Charge		<u>-</u>
Multiple Grant Fund - SRF		
Revenues	(Increased)Revenues	(3,500)
Expenditures	Increased Expenditures	<u>3,500</u>
Net Overall Fund Charge		<u>-</u>
Bond Debt Service Fund		
Revenues	(Increased)Revenues	(150,000)
Expenditures	Increased Expenditures	<u>150,000</u>
Net Overall Fund Charge		<u>-</u>
Net Budget Amendment - ALL FUNDS	No net change in Overall Budget	<u>-</u>



# Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

P.O. Box 246 / 112 W. Water St

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

12/15/2021

## E & R / NOD - Mobile Home Tax Digest

### 2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
48 30	Conyers Robert & Wilhelmine Maria	\$ 27,234.00	\$ 20,228.00	Appeal finalized. Refund \$87.54
40 6B	Laslie Winton Charles & Karen June	\$ 54,042.00	\$ 35,538.00	Appeal finalized. Refund \$231.19.
40 6	Laslie Winton Charles	\$ 54,042.00	\$ 35,538.00	Appeal finalized. Refund \$231.19.
8 11	Sheffield Marlin Glenn & Veronica Migue	\$ 9,870.00	\$ -	Delete 2021 mobile home bill. Mobile home sold May 2020 and now located in Webster county for 2021 tax year.
		\$ 145,188.00	\$ 91,304.00	

## E & R / NOD - Property Tax Digest

### 2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
42A 15A	Anderson Jeffery C	\$ 119,130.00	\$ 108,390.00	Appeal finalized.
65 21G	Clark Thomas D Jr & Maria D	\$ 331,518.00	\$ 332,390.00	Appeal finalized.
45 47 A01	Ezell Kimberly Perkins	\$ 71,300.00	\$ 57,013.00	Appeal finalized. Refund \$42.60.
45 47A	Ezell Kimberly Perkins & Timothy J	\$ 319,170.00	\$ 314,606.00	Appeal finalized.
Personal Property	Harrell Marion Clyde Jr	\$ 25,000.00	\$ -	Aircraft hangered in Quincy, FL delete for 2021 digest.
75A 97	Harrell Marion C Jr	\$ 137,940.00	\$ 120,298.00	Appeal finalized.
101 56	Hatcher Charles Ross Jr % P D Miller Farms LLC	\$ 413,725.00	\$ 321,255.00	House moved to 101-56C; Land only on 101-56.
B26 612A	MLH Aventures LLC	\$ -	\$ 123,218.00	NOD. Property moved from exempt to taxable.
B39 5	Hopkins Lenell	\$ 87,279.00	\$ 74,643.00	Appeal finalized.
Personal Property	Mail Finance	\$ 25,200.00	\$ -	Asset are being reported by Quadient Leasing delete this account for 2021 digest.
72 1A	Martin Phillip & Gail	\$ 249,490.00	\$ 230,541.00	Appeal finalized.
B36 40B	McNelson Torrence & Mildred & Georgette	\$ 106,154.00	\$ 106,154.00	Owner applied & qualified for Disabled Veteran's homestead exemption. Refund \$1,288.68.
Personal Property	Rentz Jim L	\$ 35,000.00	\$ 28,000.00	Appeal finalized.
84C 4	Rentz Patsy J	\$ 198,068.00	\$ 184,700.00	Appeal finalized.
B54 41	Williams Jack E & Margarette A	\$ 112,041.00	\$ 112,041.00	Owner applied & qualified for Disabled Veteran's homestead exemption.
		\$ 2,231,015.00	\$ 2,113,249.00	



# E & R / NOD - Property Tax Digest

## 2019 Digest Year

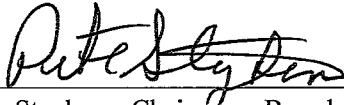
Map & Parcel	Name	100% Value From	100% Value To	Memo
B58 52	Washington Donnell & Brenda L	\$ 74,349.00	\$ 74,349.00	Add homestead 5 exemption. Refund \$972.05.
		\$ 2,450,552.00	\$ 2,278,902.00	



Mark Harrell - Tax Commissioner



William Harrell - Board of Assessors



Pete Stephens, Chairman - Board of Commissioners