

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, OCTOBER 22, 2019

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS RUSTY DAVIS, GEORGE ANDERSON, GREG MURRAY AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, COUNTY CLERK BEVERLY KING AND NEWS REPORTER POWELL COBB.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Pete Stephens called the regular scheduled meeting to order at 7:00 p.m. After the call to order, Commissioner Greg Murray gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

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

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

Chairman Stephens recognized Ms. Doris Cosby. Ms. Cosby stated that she was speaking on behalf of Bainbridge Oncology Support Team, stating it was Ms. Weston's vision to start this program to provide moral and financial aide to cancer patients. Ms. Cosby stated that she was a cancer survivor as well as Ms. Weston. Ms. Cosby stated that they meet on the 2nd Thursday of every month at the Women's Center at Memorial Hospital.

Chairman Stephens recognized Ms. Betty Weston. Ms. Weston stated that she started this non-profit organization in 1990 when she found out she had cancer and had no place to go to receive help. Ms. Weston stated that this support team offers help with transportation, medication, moral and financial help to people that has been diagnosed with all types of cancer. Ms. Weston stated that they are a non-profit organization, so they survive on donations from individuals, local churches and any organization that is willing to help. Ms. Weston stated that she would welcome any help that anyone is willing to give.

APPROVE MINUTES

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' Meeting held October 8, 2019 as presented. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business to be Discussed.

NEW BUSINESS

Consider Tax Abatement for Solar Farm. Chairman Stephens recognized County Administrator Alan Thomas. County Administrator Thomas stated that previously the Planning Commission recommended acceptance of a Cool Springs Solar Energy Project that is over 200-megawatts, approximately 1,700 acres in unincorporated Decatur County near the intersection of Faceville Highway and Hutchinson Ferry Road. County Administrator Thomas stated there has been discussions about giving them an abatement for a 16-year period at a 60% reduction. County Administrator Thomas stated this project is the one that initiated that discussion and before us tonight is consideration to approve that. County Administrator Thomas stated that this

will be a levelized payment, which means each of the 16 years, the County would get what ever levelized amount of those 16 years would generate. County Administrator Thomas stated if this project does transpire, it would create approximately 350 jobs for approximately 18 months during the construction process, thereafter, when completion is done, it will generate 1 to 2 full time jobs. County Administrator Thomas stated however, the investment of this company is 240 million dollars. Commissioner Brock made a motion to approve this Tax Abatement. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Consider Lease Agreement – Harrell Agricultural Products, Inc. Chairman Stephens recognized County Administrator Alan Thomas. County Administrator Thomas stated that this Board has previously dealt with this issue when the Development Authority came before us to request that we pay off a note for improvements on this property for Harrell Agricultural Products. County Administrator Thomas stated at that time the Development Authority was holding the lease agreement. County Administrator Thomas stated upon our payment then it was to become our lease agreement. County Administrator Thomas presented the Board with a lease agreement, stating that it is for \$3,000.00 per month for a five-year term. County Administrator Thomas stated this contract has the right to extend the lease for two additional five year terms; beginning August 1, 2024 rent will be adjusted to \$3,150.00 per month and terminating on July 31, 2029; and the final lease agreement, the rental rate will not exceed an increase beyond 15% of the previous rate. County Administrator Thomas recommended the Board approve this lease agreement. Commissioner Brock made a motion to approve this lease agreement with Harrell Agricultural Products, Inc. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Consider Proclamation – Retired Educator’s Day. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented a letter from Mr. Wooden, Assistant Superintendent for Human Resources at Decatur County Schools, requesting the Board of Commissioners prepare a proclamation declaring Sunday, November 3rd as Retired Educators Day. County Administrator Thomas presented the proclamation for the Board’s approval. Commissioner Davis made a motion to approve this proclamation. Vice Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Error and Releases Report from Tax Commissioner. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with an Error and Releases report from the Tax Commissioner for their consideration of approval. Vice Chairman Brinson made a motion to approve this report. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Consider Approval – Victims of Crime Act Assistance Grant Program. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated this is a memorandum of agreement between Prosecuting Attorney’s Council of the State of Georgia, Decatur County and the District Attorney. County Administrator Thomas stated it is a federal grant for funding of prosecution-based Victims of Crime Act Assistance (VOCA) program with federal funds in the amount of \$192,103.00 and matching funds provided through the District Attorney’s office in the amount of \$48,026.00. County Administrator Thomas recommended the Board approve this agreement. Commissioner Davis made a motion to approve this agreement. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Consider Board Appointment – Board of Tax Assessors. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with a letter from Mr. Greg Smith requesting to be reappointed for another term on the Board of Tax Assessors. County Administrator Thomas recommended the Board approve this request. This term is for three years and will expire October 25, 2022. County Administrator Thomas also presented the Board with a letter from Mr. Alan Davis stating that he will be resigning from the Board of Tax Assessors effective October 31, 2019 and this does not carry through his full term. Commissioner Anderson made a motion to reappoint Mr. Smith to the Board of Tax Assessors to serve another term. Vice Brock seconded the motion. A vote was taken and unanimously approved.

Consider Request from Sheriff’s Department – Disposal of Surplus Vehicle. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that this is request from the Sheriff’s Office to declare a 1999 Mercury Marquis, with 255,000 miles surplus property to be sold on Govdeals.net. County Administrator Thomas recommended the Board approve this request. Commissioner Murray made a motion to approve this request. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Consider Approval for Alcohol License for Rosemary Fodor – Roses State Line Store.

Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that Ms. Rosemary Fodor has applied for an alcohol license for Roses State Line Store located at 1009 Cool Springs Road and has met all the requirements necessary. County Administrator Thomas recommended the Board approve this request. Commissioner Murray made a motion to approve an alcohol license for Ms. Rosemary Fodor. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

COMMISSIONERS / ADMINISTRATOR'S REMARKS

All the Commissioners thanked everyone for coming to the meeting and thanked Ms. Cosby and Ms. Weston for everything they do.

Commissioner Brock announced that Governor Brian Kemp will be joining a meet and greet for all farmers at the Cloud Livestock Facility, Wednesday, October 23, 2019 from 12:30 p.m. to 1:00 p.m.

Chairman Stephens wished Commissioner Anderson a Happy Birthday.

There being no further business, the meeting, on motion by Commissioner Brock, was duly adjourned. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Approved: Pete Stephens
Chairman

Attest: Brendy J. King
County Clerk

LEASE AGREEMENT

This lease agreement is entered into as of the 10th day of November, 2019, by and between Decatur County, Georgia (hereinafter referred to as "County") and the SOWEGA Council on Aging (hereinafter referred to as "COA");

WITNESSETH:

For and in consideration of the mutual covenants and conditions hereinafter contained, the County leases the Decatur County Senior Center, located at 402 W. Water Street, Bainbridge, Georgia to COA, and COA leases from the County on the terms and conditions hereinafter set out.

1. The County will furnish the building for \$1.00 per year as rent to the COA for operation of the Center. The County reserves the right to utilize the facility after normal Center operating hours for appropriate community activities as outlined in the copy of "SOWEGA Council on Aging" Policy for Use of Centers by Community Groups or Organizations and attached as Exhibit A as a part of this contract.

2. The COA shall be responsible for all utilities used by it on the premises. COA shall have the right to pass through utilities, janitorial and miscellaneous expenses incurred by COA as a result of the use of the facility by outside groups.

3. The term of the lease will be for a period of 10 (ten) years from November 10, 2019 from year to year thereafter provided that should COA fail to comply with the terms hereof, the County may cancel this lease after giving COA 120 days notice of its failure to comply. In the event COA brings itself into compliance within the 120 days, or proves to the County's satisfaction that it was in compliance, the lease will continue, notwithstanding said notice. Either party may cancel the lease upon giving 120 days written notice to the other of intention to do so.

Exhibit A

SOWEGA Council on Aging Policy for Use of Centers by Community Groups or Organizations

The Council on Aging has 14 centers located throughout Southwest Georgia. Several centers have excellent facilities.

These facilities were constructed primarily with grant funds (Community Development Block Grants) with some matching or in-kind funds such as land by the city or county governments in which of the two applied for and received the grant. The facilities are owned by either the county or city depending on which of the two applied for and received the grant.

These centers have been leased rent-free to the Council on Aging to carry out a senior citizens program. However, these centers must pay utility bills and certain other maintenance costs, which are fairly significant in the centers.

We have received several calls by local groups wishing to use the facilities after the center is closed for the day.

While we are not actively soliciting groups, the Executive Director has decided that allowing reliable, dependable groups or organizations to occasionally use these facilities would be in the best interest of the Council and would promote community involvement and cooperation.

However, since the center's primary function is a structured senior citizen program, which is monitored by the state, certain policies must apply as follows:

1. The center could not be used before 3:00 p.m. (weekdays) and the activity must be completed by 11:00 p.m. Weekend (Sat or Sun) could be used as early as 9:00 am.
2. No organized Religious or Political groups are allowed to rent the building.
3. A \$100.00 refundable deposit will be required to assure that the facility is cleaned and left in the same condition as it was when rented. If this policy is violated, the group will be denied use of the facility in the future and the deposit will not be refunded.
4. There will be no smoking in the facility.
5. There will be no alcoholic beverages consumed in the facility or on the premises.
6. There will be no loud or boisterous parties held in the center.

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

DECATUR COUNTY BOARD OF COMMISSIONERS

Pete Stephens

Pete Stephens, Chairman

Signed, sealed and delivered in the presence of:

Michelle B. West

Witness

Beverly J. King

Notary Public

My commission expires:



SOWEGA COUNCIL ON AGING

Izzie Sadler, Executive Director

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My commission expires:

OCCASIONAL USE

AGREEMENT

Whereas, the SOWEGA Council on Aging agrees to allow the use of the Senior Center under the conditions outlined in SOWEGA Council on Aging "Policy for Use of Centers by Community Groups or Organizations", a copy of which has been provided to you, I/we as official representative of said organization or group agrees to hold harmless from and indemnify the SOWEGA Council on Aging for any losses due to personal injury of any member of the group or organization, as well as any guest or other invites of the organization.

Name of Group or Organization Name and Title of person authorized
to represent group or organization

Date and Time – Key Received: _____

Individual Receiving the Key: _____
Signature

Organization or group agrees to return key in 24 hours or if the rental occurs on the weekend the key is returned by 1:00 p.m. the following Monday.

Date and Time – Key Returned: _____

Individual Returning the Key: _____
Signature

Date facility to be used: _____

Amount of Rental: _____ plus \$100.00 Deposit.

Date Deposit is Returned: _____

Individual Receiving the Deposit _____

Reason if no return on the deposit:

Signature _____

Date signed _____


Proclamation

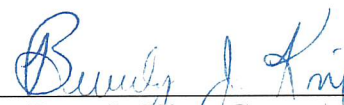
Of the Decatur County Board of Commissioners

- WHEREAS:** The Governor of the State of Georgia has proclaimed the day of Sunday, November 3, 2019 as Retired Educators Day in Georgia; and
- WHEREAS:** There are more than 123,000 retired educators in Georgia, 30,000 plus of whom are members of the Georgia Retired Educators Association; and
- WHEREAS:** The retired educators of Georgia donate thousands of hours of volunteer service and make invaluable contributions to the welfare of their respective communities across the state; and
- WHEREAS:** It is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make for the betterment of human lives and for society; and
- WHEREAS:** Local Churches will recognize those lasting contributions made by retired educators in this community; now
- THEREFORE:** I, Pete Stephens, Chairman of the Decatur County Board of Commissioners do hereby proclaim the day of November 3, 2019, as "RETIRED EDUCATORS DAY" and I call upon the citizens of Decatur County to observe that day in an appropriate manner honoring retired educators.

Given unto my hand and seal at Decatur County, Georgia on this 22nd day of October in the year of our Lord, 2019.

DECATUR COUNTY BOARD OF COMMISSIONERS

By: 
Pete Stephens, Chairman

Attest: 
Beverly King, County Clerk





Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

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

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

E & R / NOD -Property Tax Digest

10/9/2019

2017 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Prop	Barber, Stephen	\$ 8,500.00	\$ -	Sold boat in 2016 out of State.

2018 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Prop.	Barber, Stephen	\$ 8,500.00	\$ -	Sold boat in 2016 out of State

2019 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Prop	Barber, Stephen	\$ 8,500.00	\$ -	Sold boat in 2016 out of State
38 13	Brown, Joyce	\$ 14,402.00	\$ 12,602.00	Appeal Finalized
38 13 I	Brown, Joyce	\$ 5,000.00	\$ 2,500.00	Appeal Finalized
38 13 A	Brown, Joyce	\$ 4,458.00	\$ 1,929.00	Appeal Finalized
38 13 B	Brown, Joyce	\$ 3,628.00	\$ 2,014.00	Appeal Finalized
38 13 C	Brown, Joyce	\$ 3,820.00	\$ 2,161.00	Appeal Finalized
38 13 D	Brown, Joyce	\$ 3,858.00	\$ 1,929.00	Appeal Finalized
38 13 E	Brown, Joyce	\$ 3,328.00	\$ 1,614.00	Appeal Finalized
38 13 F	Brown, Joyce	\$ 5,228.00	\$ 2,114.00	Appeal Finalized
38 13 G	Brown, Joyce	\$ 3,228.00	\$ 1,614.00	Appeal Finalized
38 13 H	Brown, Joyce	\$ 4,428.00	\$ 2,014.00	Appeal Finalized
38 13 I	Brown, Joyce	\$ 3,870.00	\$ 1,985.00	Appeal Finalized
38 13 J	Brown, Joyce	\$ 4,370.00	\$ 2,485.00	Appeal Finalized
38 13 K	Brown, Joyce	\$ 3,770.00	\$ 1,885.00	Appeal Finalized
38 13 L	Brown Joyce	\$ 5,570.00	\$ 2,885.00	Appeal Finalized
38 13 M	Brown, Joyce	\$ 4,831.00	\$ 2,416.00	Appeal Finalized

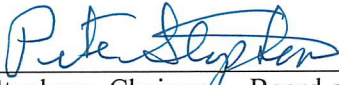
Map & Parcel	Name	100% Value From	100% Value To	Memo
38 13 N	Brown, Joyce	\$ 7,330.00	\$ 3,416.00	Appeal Finalized
38 13 O	Brown, Joyce	\$ 4,440.00	\$ 2,220.00	Appeal Finalized
38 13 P	Brown, Joyce	\$ 8,223.00	\$ 4,611.00	Appeal Finalized
28A 46	Brown, Alexander & Frances B Quigg	\$ 136,968.00	\$ 115,615.00	Adjusted value to House for hurrican Michael damage
Personal Prop	Harrell AG Products	\$ 344,514.00	\$ 436,514.00	Business personal property 2019 digest-Return not filed.
84B 61	Kelley Properties LLC	\$ -	\$ 1,230.00	New Bill To Stephen & Marsha Middleton, 2.23 AC 61A Parcel
84B 61 A	Middelton, Stephen D & Marsha C	\$ 24,675.00	\$ 12,375.00	Acres 1.65 , 84B 61A, Previous bill was 3.28 AC, 84B 61
Personal Prop	Shotwell, Gary	\$ 25,200.00		Sold Boat 6/10/2018 remove from Digest



Mark Harrell - Tax Commissioner



Alan Davis- Board of Assessors



Pete Stephens, Chairman - Board of Commissioners

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program

County: Decatur - South Georgia Judicial Circuit

Implementing Prosecuting Attorney: Joseph K. Mulholland

Allocation 1 (Base Funding): CJCC Grant No: C18-8-264

A. Federal Funds:	\$ 192,103
B. Matching Funds:	\$ 48,026
C. Total Funds:	\$ 240,129

Allocation 2 (Comp Advocate Funding): CJCC Grant No: C18-8-263

D. Comp Advocate Federal Funds:	\$ 54,672
E. Match Waiver Request	\$ 13,668

Initial Grant Period: October 1, 2019 to September 30, 2020

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, 2019 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.

- (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 VOCA advocates;
 - (2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.
 - (d) Early Notification Services: For offices that accepted funding in addition to continuation funding for the Federal Fiscal Year 2015-2016, the Prosecuting Attorney agrees to work to develop protocols with law enforcement or courts conducting first appearance hearings within the jurisdiction that will help to identify victims and provide services to victims at or before the defendant's first appearance hearing.
 - (e) Post-Adjudication Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 2016-2017 to provide post-adjudication services, the Prosecuting Attorney agrees to provide services to victims during the post-adjudication phase of the criminal justice process and capture VSSR data related to this service provision.
 - (f) Victims Comp Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 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.
 - (g) 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. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.
7. Matching Funds Requirement:
- (a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than October 4, 2019. Separate budget worksheets are required for Base funding and Victims Comp Advocate funding. 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. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2019	Due: January 15, 2020
Quarter 2	January 1 – March 31, 2020	Due: April 15, 2020
Quarter 3	April 1 – June 30, 2020	Due: July 15, 2020
Quarter 4	July 1 – September 30, 2020	Due: October 15, 2020

- (c) Counties and Prosecuting Attorneys must document volunteer in-kind match hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.
- (d) 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.).
- (e) All program staff, both paid and volunteers, 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.

11. 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.

12. Accountability: The County agrees to expend said funds granted herein solely in conformance

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.

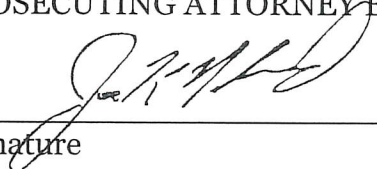
- (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice 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.

18. Victims of Crime 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 Victims of Crime Act.
- (c) The County and Prosecuting Attorney agree to comply with all Special Conditions set

PROSECUTING ATTORNEY EXECUTION:

Signature



10/11/2019

Date signed by Prosecuting Attorney

Joseph K. Mulholland

Printed Name

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

COUNTY EXECUTION:

Signature



10-22-2019

Date signed by County

Pete Stephens

Printed Name

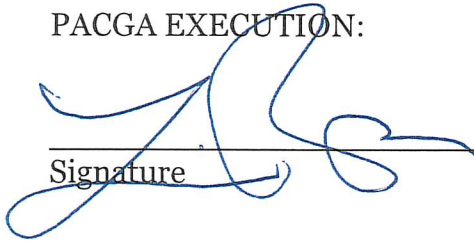
County Commissioner Chairman

Title

Designee for Decatur County

PACGA EXECUTION:

Signature



Date signed by Council

11/12/2019

Peter J. Skandalakis

Executive Director

Prosecuting Attorneys' Council of Georgia

1590 Adamson Parkway, Fourth Floor

Morrow, Georgia 30260-1755