LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom
Lumpkin County Administration Building, 99 Courthouse Hill, Dahlonega, GA 30533

December 20, 2022
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery

- **PROCLAMATIONS**

1. Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

- **CONSIDERATION OF MINUTES**

2. Board of Commissioners - Work Session - Nov 1, 2022 4:00 PM
3. Board of Commissioners - Work Session II - Nov 15, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Nov 15, 2022 6:00 PM
5. Board of Commissioners - Special Called Meeting - Nov 28, 2022 4:00 PM

- **RESOLUTIONS**

6. 2022 - 61 - Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales Tax Debt
7. 2022 - 62 - Resolution to Abandon Fred Burns Road
8. 2022 - 63 - Resolution to Accept the Roads in Whelchel Valley Subdivision
9. 2022 - 64 - Reappoint Members to Audit Committee
10. 2022 - 65 - Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024
11. 2022 - 66 - Reappoint Members to Brd of Elections - Ben English-Seat 1, John Webb-Seat 4, & Robin McIntosh-Seat5
12. 2022 - 67 - Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties
13. 2022 - 68 - Appoint Member to Development Authority - A.C. Moore II to Seat 2, unexpired term ending 3/7/2024

- **CONTRACTS/AGREEMENTS**

14. 2022-072 - CJCC VOCA (Victims of Crime Act) - MOA *(Finance Director Abby Branan)*
15. 2022-073 - CJCC VOCA – Financial Administration – District Attorney *(Finance Director Abby Branan)*
16. 2022-087 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*

17. 2022-088 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*
18. 2022-089 - Classic Cleaners – 2023 Lease *(County Clerk Melissa Witcher)*
19. 2022-090 - TK Elevator Corporation Contract Addendum *(Finance Director Abby Branan)*
20. 2022-091 - Tourism Development Services – Chamber of Commerce *(Finance Director Abby Branan)*
21. 2022-092 - Justice Center Cameras & Door Locks *(Special Projects Director Ashley Peck)*
22. 2022-093 - Colditz Trucking Contract Amendment Project 2022-003 *(Finance Director Abby Branan)*
23. 2022-094 - Inmate Food Services Contract – Agape Food Service *(Finance Director Abby Branan)*

- **OTHER ITEMS**

24. Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart *(County Clerk Melissa Witcher)*
25. Mount Olive Church Road Culvert Replacement Request *(Special Projects Manager Charles Trammell)*
26. Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park *(Michael Christopher Dean)*

- **ALCOHOLIC BEVERAGE LICENSE RENEWALS**

27. 2023-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
28. 2023-02 Craig H. Kritzer/Frogtown Cellars LLLP
29. 2023-03 Jeffrey Grindle/Tomato House Farm LLC
30. 2023-04 Michele Kraft Deblois/Hideaway Restaurant
31. 2023-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
32. 2023-06 Charles Clinton Crane/C.L. Crane Grocery
33. 2023-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
34. 2023-08 Darren E. Glenn/Riverside Tavern, LLC
35. 2023-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
36. 2023-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
37. 2023-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
38. 2023-12 E. Karl Boegner/Dahlonega Wine Co., LLC d/b/a Wolf Mountain Vineyards
39. 2023-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
40. 2023-15 Blair Housley/Etowah Meadery, Corp./The Dahlonega Brewery
41. 2023-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
42. 2023-17 Tushar V. Patel/Yogi's Quik Stop II, LLC. d/b/a Turners Corner Grocery Store
43. 2023-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender CreekVineyards & Winery
44. 2023-19 Truptiben Patel/BJ Creek, LLC. d/b/a Clay Creek Falls Grocery
45. 2023-20 James Rider/JR's BBQ & Country Store

46. 2023-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro

47. 2023-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC. d/b/a Ben Higgins ExxonMobil

48. 2023-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7

49. 2023-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2

50. 2023-25 James E. Pruitt/MR2Wings d/b/a Roosters Café

51. 2023-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery

52. 2023-27 Sonika Ahluwalia/Aspen Gold, LLC d/b/a Disco Marathon

53. 2023-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner

54. 2023-29 Joseph Hannan/Barefoot Hills LLC

55. 2023-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonega Resort & Vineyard

56. 2023-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge

57. 2023-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonega

58. 2023-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart

59. 2023-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain

60. 2023-36 David Burns/Massey Burns, Inc. d/b/a 52 West Brewing

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

Lumpkin County, Georgia

Parks and Recreation Department

Date: December 20, 2022

Agenda Item: Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

Item Description: Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

Attachments:
2022 3rd Grade Super Bowl Champions

Proclamation of Appreciation

3rd Grade Indians Football Team

Super Bowl Champions

WHEREAS, the Lumpkin County 3rd Grade Indians Football Team has made history by becoming the Mountain Football League Super Bowl Champions for the third year in a row; and

WHEREAS, the team fought back after an initial loss to White County early in the season, and their rock-solid defense denied their opponents from scoring any touchdowns for the remainder of the year. During the explosive rematch with White County at the championship game, the Indians thrashed their competition with two decisive touchdowns to emerge victorious at 13-6; and

WHEREAS, this exemplary team finished the 2022 season with 8 victories and only 1 loss, boasting an impressive 197 points scored with only 12 allowed; and

WHEREAS, such an outstanding team would not be possible without the dedicated support from their parents and coaches. With a three-year record of 27 wins and only 2 losses, this group of young athletes will undoubtedly continue to shine in their future endeavors.

NOW THEREFORE, BE IT RESOLVED that the Lumpkin County Board of Commissioners hereby honor the Lumpkin County Parks & Recreation 3rd Grade Indians Football Team and their Head Coach Craig Carpenter for their incredible achievements, and further proclaim December 20, 2022 as **Lumpkin County Parks & Recreation 3rd Grade Indians Football Team Day**.

IN WITNESS WHEREOF, we have set our hand and caused the seal of Lumpkin County to be affixed this 20th day of December, 2022.

Lumpkin County, Georgia

_____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____

Melissa Witcher, County Clerk

Attachment: 2022 3rd Grade Super Bowl Champions (3567 : Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions)

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom

November 1, 2022
4:00 P.M.

Minutes Acceptance: Minutes of Nov 1, 2022 4:00 PM (CONSIDERATION OF MINUTES)

CALL TO ORDER

The meeting was called to order at 4:03 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

EXECUTIVE SESSION - Potential Litigation

***Motion**: Commissioner Mayfield moved to enter executive session and was seconded by Jeff Moran. The motion was approved and carried.*

Executive Session began at 4:04 pm.

***Motion:** Commissioner Mayfield moved to exit executive session and re-enter regular session at 4:48 pm. The motion was seconded by Commissioner Greene. The motion was approved unanimously.*

Chairman Dockery read aloud the following statement: "The Lumpkin County Board of Commissioners has authorized outside counsel to proceed with a lawsuit against the City of Dahlonega and its council members if there is no movement from the City Council before Friday, November 4th to work towards filing an updated LOST certificate with the Department of Revenue which accurately reflects a distribution agreed upon by both Lumpkin County and the City of Dahlonega."

PRESENTATIONS

1. Library Presentation

Library Presentation

Chairman Dockery asked Leslie Clark if there was a significant difference in the usage of the new library versus the old library. Ms. Clark said it is a bit difficult to compare because of the COVID pandemic beginning right when the new library was scheduled to open, but the circulation has definitely increased. Program attendance, audiobook rentals, and e-book rentals have all increased, though the computer usage has not been as high as was expected.

The Chairman inquired about the progress of getting the damaged column fixed, and Ms. Clark said she would look into it.

Commissioner Stringer asked some questions for clarification on the revenues and expenditures.

MINUTES

2. Board of Commissioners - Work Session - Oct 4, 2022 4:00 PM
3. Board of Commissioners - Public Hearing - Oct 18, 2022 5:15 PM
4. Board of Commissioners - Work Session II - Oct 18, 2022 5:30 PM
5. Board of Commissioners - Regular Meeting - Oct 18, 2022 6:00 PM

RESOLUTIONS

6. 2022 - 51 - Consideration of 2023 BOC Meeting Calendar *(County Clerk Melissa Witcher)*

Consideration of 2023 BOC Meeting Calendar

7. 2022 - 52 - Establish 2023 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*

Establish 2023 Lumpkin County Government Holiday Schedule

Commissioner Mayfield asked why Veterans Day was not included as a holiday for 2023. Mr. Ours, the County Manager, explained that according to policy, Veterans Day is only counted as a paid holiday when it falls on a weekday. Next year, it will be on a Saturday. Commissioner Mayfield said we should consider changing that.

8. 2022 - 53 - Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget *(Finance Director Abby Branan)*

Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget

9. 2022 - 54 - Resolution Updating the Fee Schedule *(Finance Director Abby Branan)*

Resolution Updating the Fee Schedule

Commissioner Stringer said some of the changes seemed arbitrary. He asked why we are considering increasing room rental fees for Park & Rec? The Park & Rec Manager, Mr. Chandler, said we are just trying to stay in line with what surrounding counties and municipalities are charging for their room fees.

10. 2022 - 55 - November Surplus Property *(Finance Director Abby Branan)*

November Surplus Property. Consideration of list of County inventory items to be declared surplus.

11. 2022 - 56 - Reappoint Members to Building Committee

Reappoint Members to Building Committee

12. 2022 - 57 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

13. 2022 - 58 - Amend Chapter 42 - Roads, Sidewalks, & Other Public Places *(Finance Director Abby Branan)*

Amend Chapter 42 - Roads, Sidewalks, & Other Public Places. Consideration of amending Chapter 42.

14. 2022 - 59 - Amend 2022 Budget *(Finance Director Abby Branan)*

Minutes Acceptance: Minutes of Nov 1, 2022 4:00 PM (CONSIDERATION OF MINUTES)

Resolution to Amend 2022 Budget

Chairman Dockery said he has been attending the Board of Health meetings since Commissioner Miller passed away. The Health Department has a very robust fund balance, and the County gives them an appropriation of around $110,000 per year. They are requesting to replace one vehicle, with the possibility of replacing two more vehicles. The Chairman explained their vehicles are owned by the County, and the vehicles in question do not meet the County Fleet replacement policy. There is an opportunity to replace their vehicles and repurpose them somewhere else in the County fleet.

Commissioner Stringer asked if our appropriation would change, and the Chairman said we might alter it. Abby Branan, the Finance Director, said the Health Department has been asking for vehicle replacements for some time, so this is how they are choosing to go about it. If approved, the 2022 Health Department appropriation will be decreased and the Capital Budget will be increased by the cost of the replacement vehicle. If the other two vehicles are purchased, the Health Department will fully fund the purchase since they do not meet the criteria of the Fleet Replacement Policy. If approved, the County will pay for the vehicles and bill the Health Department for the replacement costs.

Chairman Dockery asked if the new vehicles purchased will still be owned by the BOC. Ms. Branan said the County will own and insure the vehicles, but the Board of Health will be billed for the cost of the insurance.

CONTRACTS/AGREEMENTS

15. 2022-072 - CJCC VOCA (Victims of Crime Act) - MOA *(Finance Director Abby Branan)*

CJCC VOCA (Victims of Crime Act) - MOA. This is a placeholder for the MOA for the Victims' Assistance Program. Funding information is not available at this time but is anticipated in the near future. Additional information will be provided once available.

16. 2022-073 - CJCC VOCA – Financial Administration – District Attorney *(Finance Director Abby Branan)*

CJCC VOCA – Financial Administration – District Attorney. District Attorney Langley is requesting Lumpkin County maintain its existing roll as the financial administrator for its VOCA grant awards for the upcoming grant cycle.

17. 2022-075 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate *(Probate Judge Michael Chastain)*

Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate. To renew Probation Contract with Capital Probation Management, Inc.

Chairman Dockery asked when was the last time we bid this out, and does any other company offer these services? The County Clerk, Ms. Witcher, said she spoke with Judge Maxwell regarding this contract. He said there is only one other company that does it, but he thinks they are not interested in participating. Ms. Witcher noted the probationer pays the fees, not the County. Chairman Dockery said regardless of that, we need to be fair and let it be known that we are looking for other participants. If the other company is not interested, that needs to be verified.

18. 2022-076 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate *(Magistrate Judge Wil Maxwell)*

Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate

19. 2022-077 - IWORQ Road Department Work Order Tracking Software Purchase *(Public Works Director Larry Reiter)*

IWORQ Road Department Work Order Tracking Software Purchase. Request to purchase software to be used to track and report Road Department work orders.

Minutes Acceptance: Minutes of Nov 1, 2022 4:00 PM (CONSIDERATION OF MINUTES)

Commissioner Stringer asked if the Road Department is having issues now with the way they handle maintenance requests. Mr. Ours said they currently just use an excel spreadsheet, and this software will be more efficient. Commissioner Stringer commented that it seemed expensive.

20. 2022-078 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement *(Public Works Director Larry Reiter)*

Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement. Renew the transfer station lease/ recycling agreement with Mark Robinson Hauling, LLC.

Commissioner Mayfield asked if there is anything that might change within the next 12 months. Mr. Ours said there may be an opportunity to handle things differently. Union County may have a model worth looking at. Mr. Ours said he and Chairman Dockery are going to meet with them soon to discuss their transfer station model. He advised going month-to-month until we explore all of the options.

21. 2022-079 - Recycling IGA with Hall County *(Public Works Director Larry Reiter)*

Recycling IGA with Hall County

22. 2022-080 - Stryker ProCare Maintenance Agreement *(EMS Director David Wimpy)*

Stryker ProCare Maintenance Agreement. This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

23. 2022-081 - GMP for New Recreation Center *(Special Projects Director Ashley Peck)*

GMP for New Recreation Center

24. 2022-082 - Cell Tower Lease Amendment at Fire Station

Cell Tower Lease Amendment at Fire Station

25. 2022-083 - Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG *(Planning Director Bruce Georgia)*

Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG. Agreement Dated October 22, 2021 Between Pictometry International Corp. (“Pictometry”) And Lumpkin County, Ga (“Customer”).

Commissioner Mayfield asked for some more clarification on what this contract is for. Bruce Georgia, the Planning Director, said this imagery is used for qPublic and for our GIS. This will provide more than just rooftop imagery; they also provide aerial imagery with oblique angles, which is useful for investigating if there are unpermitted structures.

Chairman Dockery asked why we are not using the Georgia Mountains Regional Commission for our aerial imagery services. Mr. Georgia explained their Pictometry is able to provide 3-inch resolution versus 6-inch, and GMRC also does not do the oblique angles. Additionally, GMRC has a much longer turnaround time with their product. Mr. Georgia said anyone will be able to view this imagery on our qPublic page.

OTHER ITEMS

26. 2020 SPLOST 2022 Work Plan Amendment *(Finance Director Abby Branan)*

2020 SPLOST 2022 Work Plan Amendment Request to amend the 2022 work plan for the 2020 SPLOST program.

Minutes Acceptance: Minutes of Nov 1, 2022 4:00 PM (CONSIDERATION OF MINUTES)

27. 2019 TSPLOST 2020 Work Plan Amendment *(Finance Director Abby Branan)*

2019 TSPLOST 2020 Work Plan Amendment

Ms. Branan said she was still waiting on a quote, so the information is not in the meeting notebook. She explained that Larry Reiter, the Public Works Director, had intended to request a Komatsu trackhoe on the 2023 Workplan, but he learned the prices are going to go up. He found a quote for a good price and would like to go ahead and order it.

Chairman Dockery asked what is so special about Komatsu? She explained that Mr. Reiter asked around to different counties, and they all have had far fewer issues with the Komatsu trackhoe than other brands.

28. Fitness Court Discussion *(Finance Director Abby Branan)*

Consideration of partnership with National Fitness Campaign for installation of a Fitness Court

Ms. Branan said a third party does the installation. Commissioner Moran said he is interested in the idea, but it seems expensive. Chairman Dockery said it does come with a $30,000 grant, and there is the opportunity for corporate sponsorships. This would be a good asset for people who want to exercise at Yahoola Park.

Commissioner Stringer said he is still metaphorically nursing his wounds from the basketball court situation. He does not want to use taxpayer money for this. The Chairman agreed that he does not want to use taxpayer dollars, but he believes we can get the corporate sponsors to get it together. Since it will be good for increasing community health, perhaps local health organizations like NGHS would be supportive. Ms. Branan explained the Fitness Court representatives don't have a preference for how it is paid for. It is possible for the project to be fully funded by sponsorships. She just wanted to provide multiple options in her staff analysis.

29. New Recreation Center Update *(County Manager Alan Ours)*

New Recreation Center Update. The New Recreation Center is currently out for bid. It is expected that Board approval for the guaranteed maximum price will be requested at your November 15, 2022 meeting. However, this could be delayed. A large addendum was submitted to the contractor by the architect, which has delayed the bid opening to November 8th, which could affect the timing of Board consideration for the GMP. The project consists of a gymnasium that includes two regulation high school basketball courts that can also be used for volleyball and pickleball, indoor meeting space, a concession stand and restrooms. The Center will have six outdoor pickleball courts, an eight lane 25-yard swimming pool, a zero-entry splash pad, a lazy river and two cork screw water slides. The swimming pool can be used for the recreation swim team and also for recreational swimming. The current schedule anticipates completion in March 2024. A complete schedule is attached.

Mr. Ours said the design phase is finished and the project is out for bid. It will include a building with restrooms and meeting rooms, two high school regulation basketball courts that can be used for volleyball and pickleball, a concession stand, and six outdoor pickleball courts. The site will also include an eight lane 25-yard swimming pool, a zero-entry splash pad, lazy river, and two cork screw water slides. The pool will have the ability for heaters and a bubble to be added in the future, and the swim team has expressed interest in raising funds for that. Space will be included for cabanas and other lounge areas.

Mr. Ours said they hope to deliver the GMP two weeks from now, but it could vary. Commissioner Greene asked about the addendum. Chairman Dockery explained that was for lots of small clarifications for the subcontractors.

COUNTY MANAGER

Mr. Ours shared an update on the replacement column for the library. It has been on order from California for a few weeks, but it should be here in two weeks. Our buildings staff is going to prep the site before arrival of the new column.

COUNTY ATTORNEY

Minutes Acceptance: Minutes of Nov 1, 2022 4:00 PM (CONSIDERATION OF MINUTES)

COMMISSIONERS

Commissioner Greene brought up the fee schedule update and asked Wade Chandler when was the last time the fees were increased. Mr. Chandler said it was probably about four years ago.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:42 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 1, 2022 4:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom

November 15, 2022
5:30 P.M.

Minutes Acceptance: Minutes of Nov 15, 2022 5:30 PM (CONSIDERATION OF MINUTES)

CALL TO ORDER

The meeting was called to order at 5:31 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

CONSIDERATION OF MINUTES

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RESOLUTIONS

5. 2022 - 51 - Consideration of 2023 BOC Meeting Calendar *(County Clerk Melissa Witcher)*

Consideration of 2023 BOC Meeting Calendar

6. 2022 - 52 - Establish 2023 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*

Establish 2023 Lumpkin County Government Holiday Schedule

7. 2022 - 53 - Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget *(Finance Director Abby Branan)*

Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget

8. 2022 - 54 - Resolution Updating the Fee Schedule *(Finance Director Abby Branan)*

Resolution Updating the Fee Schedule

9. 2022 - 55 - November Surplus Property *(Finance Director Abby Branan)*

November Surplus Property. Consideration of list of County inventory items to be declared surplus.

10. 2022 - 56 - Reappoint Members to Building Committee

Reappoint Members to Building Committee

11. 2022 - 57 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Chairman Dockery said the appointment for Seat 4 will be removed from the agenda.

12. 2022 - 58 - Amend Chapter 42 - Roads, Sidewalks, & Other Public Places *(Finance Director Abby Branan)*

Amend Chapter 42 - Roads, Sidewalks, & Other Public Places. Consideration of amending Chapter 42.

Chairman Dockery read from paragraph F: "Signs damaged or stolen after installation will not be replaced until the cost of the replacement has been paid to the County. Replacement cost of the sign will be the County cost of the sign plus 20 percent, which will include the cost of the installation."

Chairman Dockery said the wording is confusing. Finance Director Abby Branan explained that was not a section that was going to be changed. The only thing being changed in Chapter 42 is any specific mentions of costs are being removed and replaced with a reference to the Fee Schedule.

Commissioner Mayfield said we should remove that last sentence if we aren't charging them for the installation. Larry Reiter, the Public Works Director, said the cost of the sign is listed in the fee schedule, so the change will just reference the fee schedule instead of spelling out the cost in Chapter 42. Chairman Dockery said if that is the case, then the entire last sentence just needs to be removed.

13. 2022 - 59 - Amend 2022 Budget *(Finance Director Abby Branan)*

Resolution to Amend 2022 Budget

14. 2022 - 60 - Resolution Appointing Standby Counsel

Resolution Appointing Standby Counsel

CONTRACTS/AGREEMENTS

15. 2022-075 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate *(Probate Judge Michael Chastain)*

Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate. To renew Probation Contract with Capital Probation Management, Inc.

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Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate

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Recycling IGA with Hall County

19. 2022-080 - Stryker ProCare Maintenance Agreement *(EMS Director David Wimpy)*

Stryker ProCare Maintenance Agreement. This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

20. 2022-082 - Cell Tower Lease Amendment at Fire Station

Cell Tower Lease Amendment at Fire Station

21. 2022-083 - Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG *(Planning Director Bruce Georgia)*

Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG. Agreement Dated October 22, 2021 Between Pictometry International Corp. ("Pictometry") And Lumpkin County, Ga ("Customer").

Planning Director Bruce Georgia said since the last meeting, he received an e-mail from Pictometry that the City contacted them and wanted to add more services. Mr. Georgia told him that if the City wanted to add additional services that were only for the city limits, then they could do their own contract with Pictometry.

22. 2022-084 - GDOT 5311 FY2024 Application *(Public Works Director Larry Reiter)*

GDOT 5311 FY2024 Application. GDOT 5311 FY2024 Application. APPLICATION SUBMISSION FFY 2024 (July 1, 2023 -June 30, 2024) Lumpkin County Board of Commissioners is required to submit an application each year to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program. The deadline for the application submission is November 1, 2022

23. 2022-085 - McKenney's, Inc. Contract Ratification *(Finance Director Abby Branan)*

McKenney's, Inc. Contract Ratification. Consideration of McKenney's Inc.'s Terms & Conditions for repair of the Detention Center boiler flue.

OTHER ITEMS

24. Fitness Court Discussion *(Finance Director Abby Branan)*

Consideration of partnership with National Fitness Campaign for installation of a Fitness Court

Chairman Dockery said we kind of left this up in the air last time. It would be a good addition for Yahoola Park, but he is not in favor of using County funds for it. It comes with a $30,000 grant, and we can try to obtain corporate sponsors or donors to fund it. Commissioner Greene asked for more information on how this was brought before the County. Chairman Dockery said he was informed of the opportunity via e-mail and he reached out to Mr. Ours and Ms. Branan about it. They have already received some interest from corporate sponsors. Before we can proceed, however, we need a commitment from the BOC.

Commissioner Greene asked if there is a timestamp on the grant funds? Ms. Branan said it is a recurring cycle, so we have time. If the BOC agrees, we will submit a nonbinding application to the National Fitness Campaign and funding can be figured out later. Part of the application process is to look at locations for the fitness court.

Minutes Acceptance: Minutes of Nov 15, 2022 5:30 PM (CONSIDERATION OF MINUTES)

25. LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition *(Water & Sewer Authority Director Sean Phipps)*

LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition. LCWSA request for use of Lumpkin County ARPA funds to purchase private wastewater treatment plant at Red Oak Flats Road Industrial Park.

Chairman Dockery said this is a critical piece of infrastructure.

26. 2019 TSPLOST 2022 Work Plan Amendment *(Finance Director Abby Branan)*

2019 TSPLOST 2022 Work Plan Amendment. Request to amend 2022 work plan on the 2019 TSPLOST.

Ms. Branan said this workplan amendment was on the work session agenda, but it has been updated. We've removed the excavator, but we added the section about the bridge at Yahoola Creek Park. During the redecking of the bridges, they discovered an issue. Mr. Reiter said when we stripped the decking, several of the stringers on the bridge were rusted out to the point that they need to be replaced immediately. Some do not have much of a lifespan left. In total, 54 of the stringers need to be replaced. There are 600 total stringers across both bridges. 17 need to be replaced on the current bridge, 22 on the unstripped bridge, and the remainder are on the foot bridges.

Chairman Dockery pointed out that those bridges were former Army surplus. Mr. Reiter confirmed that we purchased all of the bailey bridges in the park, as well as a few more out in the County, for only $3,000. Commissioner Greene asked what the life expectancy for the stringers is, and Mr. Reiter said it is about 50 years.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery thanked Larry Reiter for everything he has done while working for the County, and said we will certainly miss his expertise and wealth of knowledge. The Chairman said he will be missed, and we all wish him well on his future endeavors.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:57 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher

Minutes Acceptance: Minutes of Nov 15, 2022 5:30 PM (CONSIDERATION OF MINUTES)

County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom

November 15, 2022
6:00 P.M.

Minutes Acceptance: Minutes of Nov 15, 2022 6:00 PM (CONSIDERATION OF MINUTES)

CALL TO ORDER

The meeting was called to order at 6:03 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

INVOCATION

CONSIDERATION OF AGENDA

Motion: *A motion was made by District 3 Commissioner Stringer to approve the agenda with the removal of Seat 4 from Item 11. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

Motion: *A motion was made by District 4 Commissioner Moran to approve the minutes by acclamation. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

1. Board of Commissioners - Work Session - Oct 4, 2022 4:00 PM
2. Board of Commissioners - Public Hearing - Oct 18, 2022 5:15 PM
3. Board of Commissioners - Work Session II - Oct 18, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Oct 18, 2022 6:00 PM

RESOLUTIONS

5. 2022 - 51 - Consideration of 2023 BOC Meeting Calendar *(County Clerk Melissa Witcher)*

Consideration of 2023 BOC Meeting Calendar

Motion: *A motion was made by District 1 Commissioner Greene to approve Consideration of 2023 BOC Meeting Calendar. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

6. 2022 - 52 - Establish 2023 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*

Establish 2023 Lumpkin County Government Holiday Schedule

Motion: *A motion was made by District 4 Commissioner Moran to approve Establish 2023 Lumpkin County Government Holiday Schedule. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

7. 2022 - 53 - Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget *(Finance Director Abby Branan)*

Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

8. 2022 - 54 - Resolution Updating the Fee Schedule *(Finance Director Abby Branan)*

Resolution Updating the Fee Schedule

Motion: *A motion was made by District 1 Commissioner Greene to approve Resolution Updating the Fee Schedule. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

9. 2022 - 55 - November Surplus Property *(Finance Director Abby Branan)*

November Surplus Property. Consideration of list of County inventory items to be declared surplus.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve November Surplus Property. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

10. 2022 - 56 - Reappoint Members to Building Committee

Reappoint Members to Building Committee

Motion: *A motion was made by Chairman Dockery to approve by acclamation. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

11. 2022 - 57 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Motion: *A motion was made by Chairman Dockery to appoint Jason Davis to Seat 2 with a term expiring 12/31/2024. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

12. 2022 - 58 - Amend Chapter 42 - Roads, Sidewalks, & Other Public Places *(Finance Director Abby Branan)*

Amend Chapter 42 - Roads, Sidewalks, & Other Public Places. Consideration of amending Chapter 42.

Minutes Acceptance: Minutes of Nov 15, 2022 6:00 PM (CONSIDERATION OF MINUTES)

Motion: *A motion was made by District 1 Commissioner Greene to approve the amendment to Chapter 42 pending the removal of the last sentence in section 42-1 (f). The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

13. 2022 - 59 - Amend 2022 Budget *(Finance Director Abby Branan)*

Resolution to Amend 2022 Budget

Motion: *A motion was made by District 4 Commissioner Moran to approve Amend 2022 Budget. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

14. 2022 - 60 - Resolution Appointing Standby Counsel

Resolution Appointing Standby Counsel

Motion: *A motion was made by Chairman Dockery to approve Resolution Appointing Standby Counsel. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

REPORTS

Department reports can be viewed on the Commissioners web page at www.lumpkincounty.gov

Elected Officials

CONTRACTS/AGREEMENTS

15. 2022-075 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate *(Probate Judge Michael Chastain)*

Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate. To renew Probation Contract with Capital Probation Management, Inc.

Motion: *A motion was made by District 3 Commissioner Stringer to approve Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

16. 2022-076 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate *(Magistrate Judge Wil Maxwell)*

Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate

Motion: *A motion was made by District 4 Commissioner Moran to approve Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

17. 2022-078 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement *(Public Works Director Larry Reiter)*

Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement. Renew the transfer station lease/ recycling agreement with Mark Robinson Hauling, LLC.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve course of action B, which is to not renew the contract and instead operate month to month through January 2023, and then to revisit in February. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

18. 2022-079 - Recycling IGA with Hall County *(Public Works Director Larry Reiter)*

Minutes Acceptance: Minutes of Nov 15, 2022 6:00 PM (CONSIDERATION OF MINUTES)

Recycling IGA with Hall County

Motion: *A motion was made by District 3 Commissioner Stringer to approve Recycling IGA with Hall County. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

19. 2022-080 - Stryker ProCare Maintenance Agreement *(EMS Director David Wimpy)*

Stryker ProCare Maintenance Agreement. This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

Motion: *A motion was made by District 4 Commissioner Moran to approve Stryker ProCare Maintenance Agreement. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

20. 2022-081 - GMP for New Recreation Center *(Special Projects Director Ashley Peck)*

GMP for New Recreation Center

This will be discussed at a Special Called Meeting on November 28 at 4 pm.

21. 2022-082 - Cell Tower Lease Amendment at Fire Station

Cell Tower Lease Amendment at Fire Station

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Cell Tower Lease Amendment at Fire Station. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

22. 2022-083 - Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG *(Planning Director Bruce Georgia)*

Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG. Agreement Dated October 22, 2021 Between Pictometry International Corp. ("Pictometry") And Lumpkin County, Ga ("Customer").

Motion: *A motion was made by District 3 Commissioner Stringer to approve Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

23. 2022-084 - GDOT 5311 FY2024 Application *(Public Works Director Larry Reiter)*

GDOT 5311 FY2024 Application. GDOT 5311 FY2024 Application. APPLICATION SUBMISSION FFY 2024 (July 1, 2023 -June 30, 2024) Lumpkin County Board of Commissioners is required to submit an application each year to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program. The deadline for the application submission is November 1, 2022

Motion: *A motion was made by District 1 Commissioner Greene to approve GDOT 5311 FY2024 Application. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

24. 2022-085 - McKenney's, Inc. Contract Ratification *(Finance Director Abby Branan)*

McKenney's, Inc. Contract Ratification. Consideration of McKenney's Inc.'s Terms & Conditions for repair of the Detention Center boiler flue.

Motion: *A motion was made by District 3 Commissioner Stringer to approve McKenney's, Inc. Contract Ratification. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

Minutes Acceptance: Minutes of Nov 15, 2022 6:00 PM (CONSIDERATION OF MINUTES)

OTHER ITEMS

25. Fitness Court Discussion *(Finance Director Abby Branan)*

Consideration of partnership with National Fitness Campaign for installation of a Fitness Court

Motion: *A motion was made by District 4 Commissioner Moran to approve under certain conditions: That the County will identify and provide the location, but the funding will be through sponsors and donors, not tax dollars. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

26. LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition *(Water & Sewer Authority Director Sean Phipps)*

LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition. LCWSA request for use of Lumpkin County ARPA funds to purchase private wastewater treatment plant at Red Oak Flats Road Industrial Park.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

27. 2019 TSPLOST 2022 Work Plan Amendment *(Finance Director Abby Branan)*

2019 TSPLOST 2022 Work Plan Amendment. Request to amend 2022 work plan on the 2019 TSPLOST.

Motion: *A motion was made by District 4 Commissioner Moran to approve 2019 TSPLOST 2022 Work Plan Amendment. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery shared details of his recent trip to Union County to see their transfer station and recycling operations. He commented that it was run exceptionally well, and he learned about a lot of useful possibilities that might work in Lumpkin County. He hopes to share more about it with the BOC at their retreat.

PUBLIC COMMENTS

ADJOURNMENT

Motion: *A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Greene. The motion was approved and carried, and the meeting adjourned at 6:26 PM.*

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Minutes Acceptance: Minutes of Nov 15, 2022 6:00 PM (CONSIDERATION OF MINUTES)

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room

November 28, 2022
4:00 P.M.

Minutes Acceptance: Minutes of Nov 28, 2022 4:00 PM (CONSIDERATION OF MINUTES)

Call to Order

The meeting was called to order at 4:10 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

Consideration of Agenda

Motion: *A motion was made by Commissioner Mayfield to approve the agenda. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

Contract

1. 2022-081 - GMP for New Recreation Center *(Finance Director Abby Branan)*

GMP for New Recreation Center. Consideration of GMP for Recreation Center

Chairman Dockery went over each item line by line on the bid package sheet, and explained some of the changes they had made in the meeting with Carroll-Daniel for cost reduction or improvements. Not included on the sheet were tap fees, third party testing and inspection, and FF&E (furniture, fixtures, & equipment). They had considered removing the starting blocks from the pool, but the Chairman thought it would be better to leave them in for competitions.

Chairman Dockery emphasized the need to ensure the concrete will accommodate a pavilion in the future. He said it was recommended to remove the pergolas, since they would be composed of pressure-treated 2 x 10 boards. Within only a few years, those would degrade and require maintenance. However, there is an allowance in FF&E for cabanas (structures covered with a cloth overhang), which will be available for rent. Regarding the pavilion, Chairman Dockery recommended waiting and bidding it out separately from this contract.

There was discussion over pool heaters. Mr. Ours, the County Manager, said he spoke with Leah Smith about it, and she said that for our climate, we would not need heaters if we had a bubble membrane covering the pool. The environment inside would be sufficiently warm. Regarding the bubble membrane foundation, Chairman Dockery said the County does not need to do that. Someone can fundraise for the membrane and foundation, or the school system can assist. He said it should not be the responsibility of the County to pay for a structure that would be for the school's swim team, and Park & Rec does not have a swim team.

The representative from Carroll Daniel also pointed out that it would be impossible to design the foundation for a bubble membrane right now, because you would need to know exactly what kind of bubble you are putting in. Each type will have different specifications for the foundation.

Chairman Dockery continued to review some of the cost-saving measures that had been recommended, including removing the mist system from under the lazy river bridge, removing the powder coating on the galvanized metal slides, and removing the UV purification system from the competition pool. The Chairman had been informed that since the pool will now be outside, a UV purification system is not necessary due to sunlight.

Commissioner Moran said he had heard from several senior citizens who were concerned about adequate shade. If they are with their grandchildren at the pool, they will want access to shade. Chairman Dockery said the cabanas will be a source of shade, and perhaps we can find a community sponsor to provide a pavilion.

Commissioner Stringer asked for a review of the funding. Finance Director Abby Branan displayed the funding breakdown and discussed interest and debt service. Mr. Ours discussed landscaping and how the FF&E number will probably need some fine-tuning. With the adjustments from the initial meeting, the GMP is expected to be $12,995,644.

***Motion**: Commissioner Mayfield moved to approve the GMP with the stipulation that Chairman Dockery is authorized to execute a GMP addendum to the contract. The motion was seconded by Commissioner Greene, and the motion was approved unanimously.*

2. 2022-086 - Terminus Municipal Advisors LLC – Limited Municipal Advisor Services *(Finance Director Abby Branan)*

Terminus Municipal Advisors LLC – Limited Municipal Advisor Services. Consideration of a limited municipal advisor services contract to invest bond proceeds.

***Motion:** A motion was made by District 2 Commissioner Mayfield to approve Terminus Municipal Advisors LLC – Limited Municipal Advisor Services. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

Adjournment

***Motion:** A motion was made by Commissioner Stringer to adjourn the meeting. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

The meeting ended at 5:20 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 28, 2022 4:00 PM (CONSIDERATION OF MINUTES)

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 20, 2022

Agenda Item: Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales Tax Debt

Item Description: A RESOLUTION DECLARING THE RESULTS OF AN ELECTION TO IMPOSE A LUMPKIN COUNTY TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SALES TAX DEBT; AND FOR OTHER RELATED PURPOSES

LUMPKIN COUNTY RESOLUTION 2022 – 61

A RESOLUTION DECLARING THE RESULTS OF AN ELECTION TO IMPOSE A LUMPKIN COUNTY TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SALES TAX DEBT; AND FOR OTHER RELATED PURPOSES

WHEREAS, pursuant to a resolution adopted by the Board of Commissioners of Lumpkin County, Georgia (the "Board of Commissioners") on September 20, 2022, the Board of Elections of Lumpkin County (the "Board of Elections") called an election (the "Election"), which was held on November 8, 2022 in Lumpkin County, Georgia (the "County"); and

WHEREAS, the Election submitted to the qualified voters of the County for their determination the question of whether a single county one percent sales and use tax (the "TSPLOST") shall be levied on all sales and uses in the County for a period of time not to exceed five years to raise not more than $20,000,000 for the purpose of funding various transportation purposes and projects for the County (the "County Projects"), various transportation purposes and projects for the City of Dahlonega, Georgia (the "City Projects"), and a joint project (the "Joint Project"); and

WHEREAS, voter approval in the County to impose the TSPLOST also constitutes approval of the issuance of general obligation debt of the County in the principal amount of $7,000,000 (the "County Debt"), the proceeds of which shall be used to fund the County Projects, the Joint Project, capitalized interest on the County Debt and the costs of issuing the County Debt; and

WHEREAS, the Board of Elections canvassed the returns, declared the result of the Election and certified the result to the Secretary of State of the State of Georgia and to the state revenue commissioner as set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lumpkin County and IT IS HEREBY RESOLVED by authority of the same as follows:

(A) The Election resulted in favor of the imposition of the TSPLOST and the issuance of the County Debt by an affirmative vote of a majority of the qualified voters of the County voting in the Election, and the imposition of the TSPLOST and the issuance of the County Debt have been authorized as required by law.

(B) The Clerk of the Board of Commissioners is hereby authorized and directed to deliver an executed copy of this resolution to the Board of Elections of the County.

(C) The proper officers and agents of the County are hereby authorized and directed to take any and all further actions as may be required in connection with the imposition of the TSPLOST and to validate the County Debt.

(D) This resolution shall take effect immediately upon its adoption.

Adopted this _____ day of _____, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
EX A Consolidated Certification of Returns_TSPLOST
20221207112914018

EXHIBIT A

Attachment: EX A Consolidated Certification of Returns_TSPLOST (2022 - 61 : Resolution Declaring Results of Election to Impose LC TSPLOST

CONSOLIDATED MUNICIPAL/COUNTY CERTIFICATION OF RETURNS FOR

(✓) SPECIAL ELECTION
( ) GENERAL ELECTION
( ) RUNOFF ELECTION

11/8/2022
Date

Lumpkin
Municipality/County

Instructions: Prepare and print (4) copies of the Election Summary (county consolidated vote totals report that is generated by GEMS). Attach copies of this consolidated certification report as follows:

1. **White sheet is attached to Election Summary and returned to Secretary of State.**
2. **Yellow sheet is attached to Election Summary and maintained by Superintendent.**
3. **Pink sheet is attached to Election Summary and sent to Clerk of Superior Court.**
4. **Goldenrod Copy is attached to Election Summary and immediately posted at the City Hall (city) or Courthouse (county)**

ELECTION SUMMARY MUST BE ATTACHED TO THIS FORM

REFERENDUM QUESTIONS: Affix a copy of the complete wording of the question(s) as such appeared on the ballot.

SHORT TITLE OF QUESTION(S) AS SHOWN ON ATTACHED ELECTION SUMMARY:

TSPLOST

QUESTION:

see attached

This Referendum was held in accordance with (Citation of Act calling for the Election):

Local Act No. Resolution 2022-46 Year 2022

Ga. Laws page No. _____

QUESTION:

This Referendum was held in accordance with (Citation of Act calling for the Election):

Local Act No. _____ Year _____

Ga. Laws page No. _____

We, the undersigned Superintendent/Supervisor of Elections and his/her Assistants, do jointly and severally certify that the attached Election Summary is a true and correct count of the votes cast in this City/County. In TESTIMONY WHEREOF, We have hereunto set our hands and seals this 15th day of November, 2022. SIGNED IN QUADRUPLICATE.

Mary Fuller **Assistant**

Ben L Gordon **Assistant**

Ted T. Wall **Assistant**

_____ **Assistant**

_____ **Assistant**

Robin M Sitton
Superintendent/Supervisor Of Elections

FORM# CR-SCM-DRE-03-Q

Attachment: EX A Consolidated Certification of Returns_TSPLOST (2022 - 61 : Resolution Declaring Results of Election to Impose LC TSPLOST

OFFICIAL ABSENTEE / PROVISIONAL / EMERGENCY BALLOT

Lumpkin County, Georgia
Precinct: 101-Dahlonega, 103-Dahlonega, 104-Dahlonega
Special Election - November 8, 2022

To Vote:
1. Use Black or Blue Ink to mark the ballot.
2. Completely fill in the empty oval to the left of the candidate name or choice in all races you wish to vote.
3. If voting for a Write-In candidate, completely fill in the oval to the left of the Write-In selection, then write the name of the Write-In candidate in the space provided.

Warning
Do NOT use red ink or felt tip pen to mark ballot.
Do NOT circle, underline or mark through choices.
Do NOT use check marks or X to mark ballot.
Do NOT mark more choices per race than allowed.
Do NOT sign, cut, tear or damage the ballot.

If you make a mistake or change your mind on a selection:

A. Do not attempt to mark through the selection or attempt to erase. Write "**Spoiled**" across **the ballot AND across the return envelope.**
B. Mail or return the spoiled ballot and envelope to your county board of registrars; a new official absentee ballot will be mailed to you.

If you decide to vote in-person: Surrender the ballot to the poll manager at an early voting site within your county or the precinct to which you are assigned. You will then be permitted to vote a regular ballot.

"I understand that the offer or acceptance of money or any other object of value to vote for any particular candidate, list of candidates, issue, or list of issues included in this election constitutes an act of voter fraud and is a felony under Georgia law." [O.C.G.A. 21-2-284(e), 21-2-285(h) and 21-2-383(a)]

SPECIAL ELECTION

Transportation Special Purpose Local Option Sales Tax
(Vote for One)

Shall a special one percent sales and use tax be imposed in the special district consisting of Lumpkin County for a period of time not to exceed five (5) years and for the raising of not more than an estimated amount of $20,000,000 for transportation purposes?

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Lumpkin County in the principal amount of $7,000,000 for the purpose of funding a portion of the County Projects, a Joint County Project and City Project, capitalized interest on the debt and the costs of issuing the debt.

◯ **Yes**

◯ **No**

Attachment: EX A Consolidated Certification of Returns_TSPLOST (2022 - 61 : Resolution Declaring Results of Election to Impose LC TSPLOST

Election Summary Report

General Election

Lumpkin

November 08, 2022

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

TSPLOST Special Election
Official and Complete

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
Total	Election Day	1,675	1,675		7.49%
	Advanced Voting	3,850	3,850		17.21%
	Absentee by Mail	9	9		0.04%
	Provisional	1	1		0.00%
	Total	5,535	5,535	22,369	24.74%

Precincts Reported: 1 of 1 (100.00%)

Registered Voters: 5,535 of 22,369 (24.74%)

Ballots Cast: 5,535

TSPLOST (Vote for 1)
NP

Precincts Reported: 1 of 1 (100.00%)

	Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast	1,675	3,850	9	1	5,535 / 22,369	24.74%

Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total
Yes		924	2,290	7	1	3,222
No		750	1,556	2	0	2,308
Total Votes		1,674	3,846	9	1	5,530

	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total
Unresolved Write-In	0	0	0	0	0

Attachment: EX A Consolidated Certification of Returns_TSPLOST (2022 - 61 : Resolution Declaring Results of Election to Impose LC TSPLOST

A RESOLUTION OF THE BOARD OF ELECTIONS OF LUMPKIN COUNTY DECLARING THE RESULTS OF AN ELECTION TO IMPOSE A LUMPKIN COUNTY TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SALES TAX DEBT; AND FOR OTHER RELATED PURPOSES

WHEREAS, pursuant to a resolution adopted by the Board of Commissioners of Lumpkin County, Georgia (the "Board of Commissioners") on September 20, 2022, the Board of Elections of Lumpkin County (the "Board of Elections") called an election (the "Election"), which was held on November 8, 2022 in Lumpkin County, Georgia (the "County"); and

WHEREAS, the Election submitted to the qualified voters of the County for their determination the question of whether a single county one percent sales and use tax (the "TSPLOST") shall be levied on all sales and uses in the County for a period of time not to exceed five years to raise not more than $20,000,000 for the purpose of funding various transportation purposes and projects for the County (the "County Projects"), various transportation purposes and projects for the City of Dahlonega, Georgia (the "City Projects"), and a joint project (the "Joint Project"); and

WHEREAS, voter approval in the County to impose the TSPLOST also constitutes approval of the issuance of general obligation debt of the County in the principal amount of $7,000,000 (the "County Debt"), the proceeds of which shall be used to fund the County Projects, the Joint Project, capitalized interest on the County Debt and the costs of issuing the County Debt; and

WHEREAS, the Election Superintendent, in the presence of and together with the Election Managers, brought up the returns, consolidated the returns and declared the results of the Election as set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Elections, and IT IS HEREBY RESOLVED by authority of the same, that the Election resulted in favor of the continuation of the Sales and Use Tax and the issuance of the Debt by an affirmative vote of a majority of the qualified voters voting in the Election and that the continuation of the TSPLOST and the issuance of the County Debt have been authorized as required by law.

BE IT FURTHER RESOLVED that a duly executed copy of this resolution be furnished to the County.

Attachment: 20221207112914018 (2022 - 61 : Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales

Adopted this 15th day of November, 2022.

BOARD OF ELECTIONS OF LUMPKIN COUNTY

(SEAL)

By: John R. Weber
Chairman

Attest:

Robin McCutcheon
Secretary

Attachment: 20221207112914018 (2022 - 61 : Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales

EXHIBIT A

Attachment: 20221207112914018 (2022 - 61 : Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales

SECRETARY'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF LUMPKIN

The undersigned Secretary of the Board of Elections of Lumpkin County (the "Board") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution duly adopted by the Board on the 15th day of November, 2022 in a meeting duly called and assembled and at which a quorum was present and acting throughout, and that the original of the foregoing resolution has been duly recorded in the Minute Book of the Board which is in my custody and control.

Witness my hand and the official seal of said Board this 15th day of November, 2022.

Secretary

(SEAL)

Attachment: 20221207112914018 (2022 - 61 : Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales

Lumpkin County, Georgia

Public Works Department

Date: December 20, 2022

Agenda Item: Resolution to Abandon Fred Burns Road

Item Description: Resolution to Abandon Fred Burns Road

In 2021, the County received a request to abandon a portion of Fred Burns Road as highlighted in yellow on the survey attached hereto as Exhibit 'A'.

After inspection of the road, the public works department recommended approval of the request as no substantial public purpose is served by such portion of Fred Burns Road; however, additional right of way will be needed to construct a turnaround at the end of the road.

The Board of Commissioners voted to start the abandonment process at its meeting on June 15, 2021.

Maynard Family Properties, LLC, has agreed to donate the required additional right of way, which is depicted as 0.101 acres on the survey attached hereto as Exhibit 'A'. The final survey of the additional right of way was not recorded until November 7, 2022.

Notice of the County's intent to abandon a portion of Fred Burns Road has been delivered by mail to all property owners with property located on such portion of Fred Burns Road, and notice will be published in The Dahlonega Nugget on December 7, 2022, and December 14, 2022.

A public hearing on the abandonment will be held on December 20, 2022, at 5:15 p.m., in the Commissioners Boardroom in the Lumpkin County Administration Building located at 99 Courthouse Hill, Dahlonega, Georgia.

<Insert Resolution Here>

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Fred Burns Rd Abandonment Sketch

P2022000240

BK:2022 PG:256-256

FILED IN OFFICE
CLERK OF COURT
11/07/2022 11:12 AM
RITA HARKINS, CLERK
SUPERIOR COURT
LUMPKIN COUNTY, GA

Rita Harkins

6793028691
PARTICIPANT ID

RESERVED FOR CLERK'S FILING INFORMATION

EXHIBIT 'A'

N/F = NOW OR FORMERLY
C/L = CENTER LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
DB = DEED BOOK
PB = PLAT BOOK
PG = PAGE
CAB = PLAT CABINET
SL = SLIDE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TBS = 1/2" REBAR TO BE SET

THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS AFFECTING THIS PROPERTY ARE SHOWN.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A POSITIONAL TOLERANCE NOT EXCEEDING 0.10 LINE, AND WAS NOT ADJUSTED. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 98538 FEET.

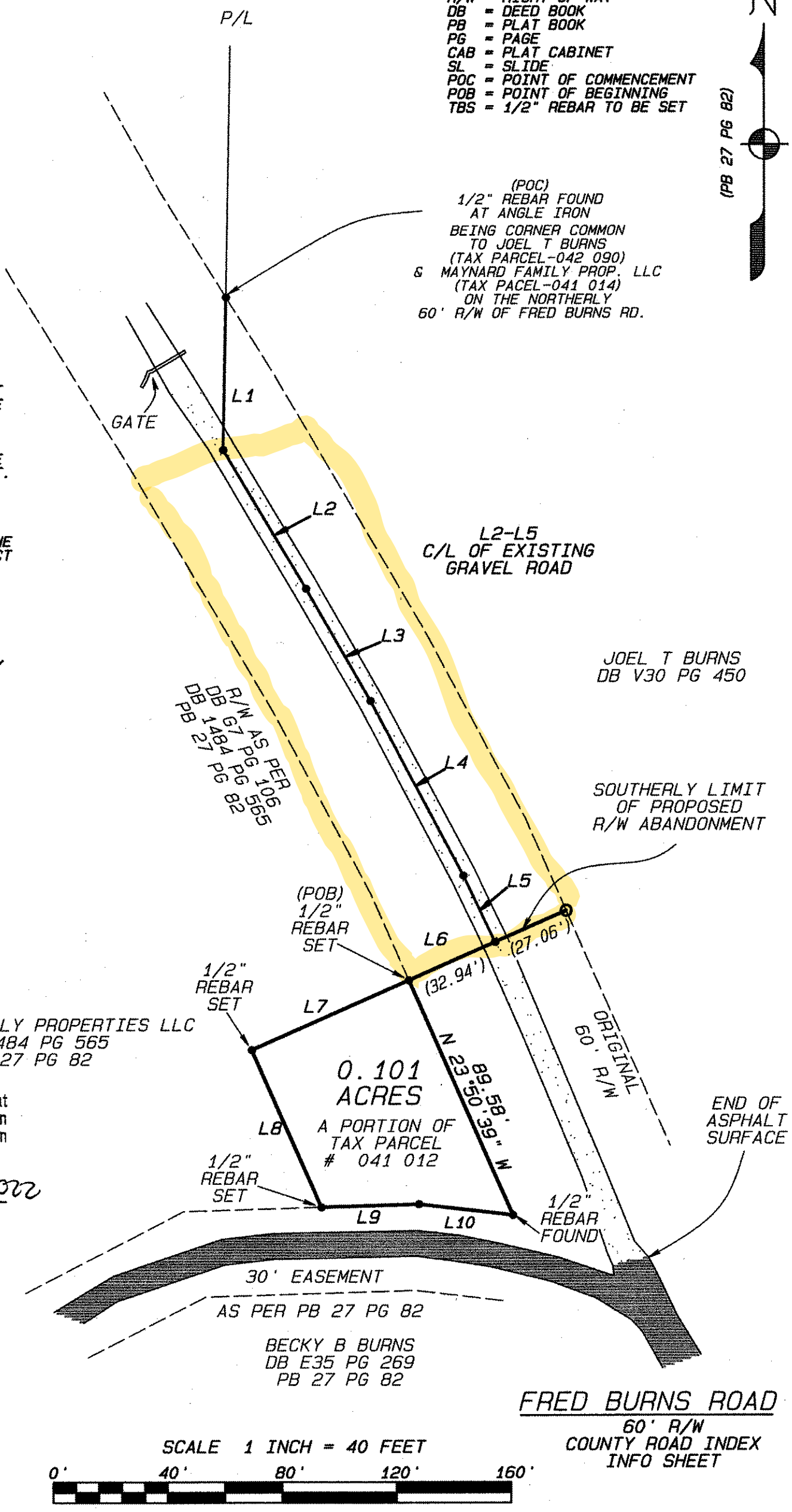
EQUIPMENT USED: TRIMBLE S6 ROBOTIC

THIS SURVEY WAS PREPARED WITHOUT THE AID OF A TITLE SEARCH AND IS SUBJECT TO ANY AND ALL DISCLOSURES THAT A TITLE SEARCH MAY YIELD.

THIS SURVEY IS CERTIFIED SOLELY TO THE PARTY OR PARTIES NAMED HEREON.

UTILITIES WERE NOT LOCATED AS PART OF THE SCOPE OF THIS SURVEY

LINE	BEARING	DISTANCE
L1	S01°09'46"W	53.27'
L2	S30°46'46"E	56.40'
L3	S29°50'28"E	45.21'
L4	S27°54'00"E	69.04'
L5	S25°39'37"W	25.66'
L6	S66°09'21"W	32.94'
L7	S66°09'21"W	60.00'
L8	S23°50'39"E	60.00'
L9	N88°14'59"E	34.11'
L10	S83°18'27"E	32.97'



The division of land as indicated on this Plat has been reviewed and determined to be in compliance with the Regulations of Lumpkin County and is approved for recording.

Planning Director — Date 10/18/2022

GEORGIA PROFESSIONAL LAND SURVEYOR RLS #2824 JOHN T. GASTON

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

PLAT OF RIGHT-OF-WAY PARCEL FOR

MAYNARD FAMILY PROPERTIES LLC

LAND LOT 631 , 12TH DISTRICT, 1ST SECTION
LUMPKIN COUNTY, GEORGIA

LSF # 1074: ALTASURV LLC dba
GEOIMAGE
LAND SURVEYING, LAND PLANNING & DESIGN
21 ENOTA STREET, DAHLONEGA, GA 30533, (706) 864-7298

PLAT DATE: FEBRUARY 15, 2019
FIELD DATE: JANUARY 19, 2019
FIELD CREW: PDA, BB
DRAWN BY: PDA
DRWG FILE: 1567 KRIS MAYNARD
JOB # 1567

Attachment: Fred Burns Rd Abandonment Sketch (2022 - 62 : Resolution to Abandon Fred Burns Road)

Lumpkin County, Georgia

Public Works Department

Date: December 20, 2022

Agenda Item: Resolution to Accept the Roads in Whelchel Valley Subdivision

Item Description: Resolution to Accept the Roads in Whelchel Valley Subdivision (1.949 miles total). The HOA in Whelchel Valley is asking the BOC to accept the subdivision roads into the County Maintenance system.

Facts & Historical Information:

Whelchel Valley Subdivision received final subdivision approval in November of 2006. The preliminary approval (approval for construction) included that the roads would be dedicated to the county after construction was completed. At final subdivision approval the developer, The Wallace Group, LLC. asked that the roads remain privately owned. During construction, the roads were inspected to insure they met county standards. In the June 2021 BOC meeting the Board voted to send the commitment letter accepting the roads once the HOA has completed the necessary repairs. In summer of 2022 all repairs were completed and inspected by county staff. The HOA has prepared the deeds and title certificate and is now asking that the roads be accepted into the county maintenance system. The total length of roads in the subdivision is 1.949 miles.

Road information:

Road Name: Old Lake Ln- 0.629 Miles
Right of way width = 60 ft

Road Name: Whelchel Valley Dr- 0.209 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Sydney Trace- 0.064 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Blue Sky Dr- 0.325 Miles
Right of way width = 60 ft

Road Name: Odgers Trail- 0.308 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Gray Swan Way- 0.414 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Total length of roads= 1.949 Miles

Staff Recommendation:
Lumpkin County Staff recommends that the roads be accepted into the county system.

Lumpkin County Resolution No. 2022 - 63

A RESOLUTION TO ADOPT THE ROADS WITHIN WHELCHEL VALLEY SUBDIVISION

Whereas, Whelchel Valley Subdivision received final subdivision approval in November of 2006. The preliminary approval included that the roads would be dedicated to the county after construction was completed. At final subdivision approval, the developer asked that the roads remain privately owned. During construction, the roads were inspected to insure they met county standards. In June 2021, the Lumpkin County Board of Commissioners approved a commitment letter to accept the roads once the HOA completed the necessary repairs; and

Whereas, all necessary repairs have been completed and inspected by county staff and the condition of the roads have been found acceptable to the public works department, and the certificate of title has been found acceptable to the county attorney; and

Whereas, the Lumpkin County Board of Commissioners now desires to adopt the roads within Whelchel Valley Subdivision as county roads;

Now therefore, it is hereby resolved that the following roads are accepted and adopted as Lumpkin County roads:

Road Name: Old Lake Ln- 0.629 Miles
Right of way width = 60 ft

Road Name: Whelchel Valley Dr- 0.209 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Sydney Trace- 0.064 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Blue Sky Dr- 0.325 Miles
Right of way width = 60 ft

Road Name: Odgers Trail- 0.308 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Gray Swan Way- 0.414 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Total length of roads= 1.949 Miles

The roads are more particularly set out on that subdivision plat for Whelchel Valley recorded in Plat Cabinet 1, Slide 139, Pages 175B, 176A, 177, 178 and 179, and Plat Cabinet 1, Slide 140, Pages 180--188, Lumpkin County Records, as most recently revised by that certain plat recorded in Plat Cabinet 1, Slide 161, Pages 8-19, Lumpkin County Records.

Resolved, adopted and effective this 20th day of December, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 20, 2022

Agenda Item: Reappoint Members to Audit Committee

Item Description: Reappoint Members to Audit Committee

Facts & Historical Information: The Audit Committee is used to review the annual audit, oversee any internal control issues, and serves as the liaison between employees and the Board of Commissioners should instances of fraud be discovered or disclosed by employees or the public. The committee also oversees the review of the audit requests for proposals and makes recommendations to the Board of Commissioners.

Potential Courses of Action:

A. Approve the resolution and appoint members as needed. This is the most favorable action. While the committee usually only meets once per year, it is needed to help facilitate certain actions between staff and the Board of Commissioners and instills public trust as a citizen at large and an elected official serve on the committee along with various employees.

B. Dissolve the committee. This is the least favorable action, as it provides no other body to review the annual audit, to hear claims of fraud, or to review the audit process. The use of the committee allows other departments as well as a citizen at large to be involved and understand the process, which fosters public trust.

Budget Impact: There is no budgetary impact, as this committee serves solely as a link between staff and the Board of Commissioners and would be the key point of contact for external auditors and internal staff.

Staff Recommendation: The recommendation of staff is to approve the resolution and appoint members, as needed, to keep this committee active.

LUMPKIN COUNTY RESOLUTION NO. 2022 – 64

A RESOLUTION TO APPOINT
MEMBERS TO
THE LUMPKIN COUNTY AUDIT COMMITTEE

Whereas, Lumpkin County Board of Commissioners approved a committee to discuss financial and audit issues, to gather and exchange information and for other purposes, which is known as the Lumpkin County Audit Committee; and

Whereas, the Lumpkin County Audit Committee is made up of nine members, with Seats 1 through 5 being appointed annually and Seats 6 through 9 being designated by position, as set out in Lumpkin County Resolution No. 2015-48; and

Whereas, the Board of Commissioners desires to appoint members to serve in Seats 1 through 5;

Now therefore, it is hereby resolved that the following persons are appointed to the Lumpkin County Audit Committee for the Seats and Terms as set out below:

Position/Name:	**Seat No.**	**Term Expiring:**
Commissioner Chris Dockery	1	December 31, 2023
Commissioner Rhett Stringer	2	December 31, 2023
Constitutional Officer – Michael Chastain	3	December 31, 2023
Employee – Melissa Witcher	4	December 31, 2023
Citizen – Charles Jones III	5	December 31, 2023

Resolved, adopted and effective this 20th day of December, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 20, 2022

Agenda Item: Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024

Item Description: Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024

LUMPKIN COUNTY RESOLUTION NO. 2022 –65

**A RESOLUTION TO APPOINT A MEMBER
TO THE CITIZENS ADVISORY BOARD
OF THE
LUMPKIN COUNTY PARKS AND RECREATION DEPARTMENT**

Whereas, the Board of Commissioners created the Lumpkin County Parks and Recreation Citizens Advisory Board by Lumpkin County Resolution No. 2013-78; and

Whereas, said board consists of five members serving staggered terms of two years in seats designated as Seats 1 through 5; and

Whereas, the Board of Commissioners desires to reappoint a member to serve in Seat 4 whose term expires on December 31, 2022;

Now, therefore, be it resolved that the following individual is appointed to serve on the Lumpkin County Parks and Recreation Advisory Board for the seat and term indicated below:

Name:	**Seat Number:**	**Term Expiration:**
Autumn Chatham	4	December 31, 2024

Resolved, adopted and effective this 20th day of December, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 20, 2022

Agenda Item: Reappoint Members to Brd of Elections - Ben English-Seat 1, John Webb-Seat 4, & Robin McIntosh-Seat5

Item Description: Reappoint Members to Board of Elections - Ben English to Seat 1, John Webb to Seat 4, & Robin McIntosh to Seat 5 with terms expiring 12/31/2026.

LUMPKIN COUNTY RESOLUTION NO. 2022-66

A RESOLUTION TO APPOINT MEMBERS OF THE LUMPKIN COUNTY BOARD OF ELECTIONS AND REGISTRATION

Whereas, the Lumpkin County Board of Elections and Registration has reported an end of term for Seats One, Four and Five said Board; and,

Whereas, the Republican Party of Lumpkin County has advised that it wishes to reappoint Ben English to said Seat One; and,

Whereas, the Democratic Party of Lumpkin County has advised that it wishes to reappoint John Webb to Seat Four; and,

Whereas, the Lumpkin Board of Commissioners desires to reappoint Robin McIntosh to Seat Five of the Board of Elections;

Now therefore, it is hereby resolved that:

Ben English is reappointed to **Seat One** of the Lumpkin County Board of Elections and Registration for a term beginning January 1, 2022, and ending December 31, 2026.

John Webb is reappointed to **Seat Four** of the Lumpkin County Board of Elections and Registration for a term beginning January 1, 2022, and ending December 31, 2026.

Robin McIntosh is reappointed to **Seat Five** of the Lumpkin County Board of Elections and Registration for a term beginning January 1, 2022, and ending December 31, 2026.

Resolved, adopted and effective this 20th day of December, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
John Webb Appointment 2023
Ben English

Lumpkin County Democrats
P.O. Box 2003
Dahlonega, Georgia 30533

December 8, 2022

Robin McIntosh
Election Superintendent
Lumpkin County Board of Elections and Voter Registration
56 Short Street
Dahlonega GA 30533

Dear Ms McIntosh:

This letter is formal notification that the Lumpkin County Democratic Committee has reappointed John Webb to Seat 4 of the Board of Elections and Voter Registration. His new term begins January 1, 2023.

If I can provide additional information please do not hesitate to reach out to me either via phone or through one of our Board members. My number is 404-310-7523.

Thank you for your assistance with this and for your exemplary service to the citizens of Lumpkin County.

Roger Smith, Chair
Lumpkin County Democratic Committee

Attachment: John Webb Appointment 2023 (2022 - 66 : Reappoint Members to Brd of Elections - Ben English-Seat 1, John Webb-Seat 4, &

LUMPKIN COUNTY

STATE OF GEORGIA

AFFIDAVIT OF APPOINTMENT

The executive committee of the Republican Party, in accordance with Act No.687 (H. B. 1159) (2006), hereby appoint the following person to serve on the Lumpkin County Board of Elections and Registration, Seat 2, to fill the unexpired term, having a term of office till December 31, 2024.

Name: Ben English

Residential Address: 211 Timberline Trl
Dahlonega, GA 30533

Phone: (904) 333-1787

This 5th day of December, 2022

Republican Party of Lumpkin County, Georgia

Katherine James

Lumpkin County Republican Pt, Chairperson

BRITTANI N CONNER NOTARY PUBLIC LUMPKIN COUNTY GEORGIA COMMISSION EXPIRES AUGUST 2, 2025

Sworn and subscribed this
5th day of December, 2022

Brittani Conner

Notary Public, my commission
expires: August 2, 2025

Attachment: Ben English (2022 - 66 : Reappoint Members to Brd of Elections - Ben English-Seat 1, John Webb-Seat 4, & Robin McIntosh-Seat5)

LUMPKIN COUNTY

STATE OF GEORGIA

AFFIDAVIT OF APPOINTMENT

The executive committee of the Democratic Party hereby appoints the following person to serve on the Lumpkin County Board of Elections and Registration, Seat 4, having a term of office to December 31, 2024. In accordance with Act No.288 (H. B. 1159) (2006).

Name: John Webb

Residential Address: 79 Sequoyah Ln
Dahlonega, GA 30533

Phone: (706) 531-8035

This 8th day of December, 2022

Democratic Party of Lumpkin County, Georgia

BRITTANI N CONNER NOTARY PUBLIC LUMPKIN COUNTY GEORGIA COMMISSION EXPIRES AUGUST 2, 2025

Sworn and subscribed this 8th day of December, 2022

Notary Public, my commission expires: August 2, 2025

Attachment: Ben English (2022 - 66 : Reappoint Members to Brd of Elections - Ben English-Seat 1, John Webb-Seat 4, & Robin McIntosh-Seat5)

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 20, 2022

Agenda Item: Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties

Item Description: Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties - Rebecca Mincey to Seat 1 and Larry Reiter to Seat 3 with terms expiring 12/31/2026.

LUMPKIN COUNTY RESOLUTION NO. 2022 – 67

A RESOLUTION TO PROVIDE FOR THE APPOINTMENT OF MEMBERS TO THE JOINT DEVELOPMENT AUTHORITY OF DAWSON, LUMPKIN AND WHITE COUNTIES

Whereas, the Board of Commissioners of Lumpkin County desires to appoint certain members to serve as Lumpkin County members of the Board of Directors of the Joint Development Authority of Dawson, Lumpkin and White Counties;

Now therefore, it is hereby resolved that the following persons are appointed to the Board of Directors of the Joint Development Authority of Dawson, Lumpkin and White Counties for the seats and terms provided below:

Name:	**Seat Number:**	**Term Expiration:**
Rebecca Mincey	Seat 1	December 31, 2026
Larry Reiter	Seat 3	December 31, 2026

Resolved, adopted and effective this 20th day of December, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 20, 2022

Agenda Item: Appoint Member to Development Authority - A.C. Moore II to Seat 2, unexpired term ending 3/7/2024

Item Description: Resolution to Appoint Member to Development Authority - A.C. Moore II to Seat 2, of an unexpired term ending 3/7/2024.

LUMPKIN COUNTY RESOLUTION NO. 2022-68

A RESOLUTION TO APPOINT A MEMBER TO THE BOARD OF DIRECTORS OF THE DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Board of Directors of the Development Authority of Lumpkin County to serve in Seat 2 for the remainder of a term expiring on March 7, 2024;

Now therefore, it is hereby resolved that the following person is appointed to the Board of Directors of the Development Authority of Lumpkin County for the seat and term as follows:

Name	**Seat**	**Term Expiration**
A.C. Moore II	2	March 7, 2024

Resolved, adopted and effective this 20th day of December, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Finance Department

Date: December 20, 2022

Agenda Item: CJCC VOCA (Victims of Crime Act) - MOA

Item Description: CJCC VOCA (Victims of Crime Act) - MOA. The Prosecuting Attorneys' Council of Georgia (PAC) has submitted VOCA grant application renewals for base funds for the 2023 Federal Fiscal year.

Facts & Historical Information: Criminal Justice Coordinating Council (CJCC) has indicated to PAC that this year's allocations will be continued next year at the levels indicated below.

Base Federal Funds	$143,058
Base Waived Match Funds	35,765
Comp Advocate Federal Funds	$42,500
Comp Waived Match Funds	10,625

Grant Period: October 1, 2022 – September 30, 2023

The Enotah Judicial Circuit's Victims' Assistance Program was created in July of 1993 for the purpose of providing services to victims of crime within the four counties comprising the Circuit. The goals of the program are to provide victims of crime with knowledge of victims' rights and available community resources; provide victims with education about the criminal justice system; and assist victims in gaining a sense of closure as they transition from "victim" to "survivor." The program provides emotional support to victims of crime and assistance to help reduce the trauma of victimization. The program also provides services to child victims of crime and their families, victims of sexual assault, surviving family members of homicide victims, adult survivors of incest or child abuse, victims of robbery, victims of elder abuse, and victims of DUI crashes.

The program operates as part of the Enotah Judicial Circuit's District Attorney's Office. There are two full-time staff members along with a number of part-time staff members and several volunteers who assist in providing services to victims. The following services are provided by the program: information about the status of a case; information and explanation about court proceedings; and accompaniment to proceedings with victims and their families. The program also provides information about and referrals to other agencies which are available to assist victims, provides assistance in filing Crime Victims' Compensation Fund claims, provides information on how to register for the V.I.P program provided through the Department of Corrections and Board of Pardons & Parole, and provides assistance in completing a victims' impact statement. Additionally, the program provides preparation for children who are victims of crime and who will be called upon to testify in court.

Potential Courses Of Action:

A. Approve the Memorandum of Agreement and continue the program.
B. Reject the Memorandum of Agreement and identify other funding source(s) to continue the program.
C. Reject the Memorandum of Agreement and suspend the program.

Budget Impact:

Should the County choose to approve the Memorandum of Agreement, there is no matching requirement for the base program. Sufficient funds have been allocated to meet this obligation.

$143,058.00	Grant Award (Federal)
35,765.00	Base Waived Match
$178,823.00	Total Program

$42,500.00	Comp Advocate (Federal)
10,625.00	Comp Waived Match
$53,125.00	Total Program

Staff Recommendation:

District Attorney Langley has requested the Board of Commissioners approve this MOA.

Attachments:

Enotah_DA_VOCA_22_23_Award_Letter
2_2022-2023 VOCA Grant Activation Checklist
3_2022-2023 VOCA MOA_2
4_2022_2023_Special_Conditions_C18-8-566
4_2022_2023_Special_Conditions_C22-8-076
6_VOCA At-A-Glance

PAC Prosecuting Attorneys' Council of Georgia

Seeking Justice with Honc

PETER J. SKANDALAKIS
Executive Director

SHANNON WALLACE
Chair
District Attorney
Blue Ridge Judicial Circuit

KEITH E. GAMMAGE
Vice Chair
Solicitor-General
Fulton County

TASHA M. MOSLEY
Secretary
District Attorney
Clayton Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

C.R. CHISHOLM, JR.
Solicitor-General
Athens-Clarke County

LEIGH PATTERSON
District Attorney
Rome Judicial Circuit

BERT POSTON
District Attorney
Conasauga Judicial Circuit

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

SANDY WISENBAKER
Solicitor-General
Coweta County

December 12, 2022

Re: Federal Fiscal Year 2023 VOCA Allocation - October 1, 2022 through September 30, 2023

Dear Mr. Langley**:**

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2023 VOCA Continuation Base and Comp Advocate funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

County: **Lumpkin**
Implementing Prosecuting Attorney: **District Attorney Jeff Langley**
Grant Period: **October 1, 2022 through September 30, 2023**

Allocation 1 (Base Funds):
Base Federal Funds: **$143,058**
Base Waived Match Funds: **$35,765**
CJCC Sub-Grant Number: **C22-8-076**
Federal Grant Number: **15POVC-22-GG-00691-A**
CFDA Number: **16.575**

Allocation 2 (Comp Advocate Funds):
Comp Advocate Federal Funds: **$42,500**
Comp Waived Match Funds: **$10,625**
CJCC Sub-Grant Number: **C18-8-566**
Federal Grant Number: **2018-V2-GX-0066**
CFDA Number: **16.575**

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 27, 2023.** If you have any questions, please contact Sarai Leonides-Medina (sleonides@pacga.org) or at (770) 282-6290.

Sincerely,

Peter J. Skandalakis

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

Attachment: Enotah_DA_VOCA_22_23_Award_Letter (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

VOCA Activation: Document Submittal Checklist

Federal Fiscal Year 2022-2023

The following items *must* be submitted with the **Allocation Package** before any funds are disbursed by PAC. All forms should be returned no later than **January 27, 2023** via e-mail to Sarai Leonides (sleonides@pacga.org). *If original signatures appear on the MOA, it should be mailed to: Prosecuting Attorneys' Council of Georgia, ATTN: Sarai Leonides, 1590 Adamson Parkway, Fourth Floor, Morrow, GA 30260. Secure, digital, date-stamped signatures will also be accepted on the MOA, in which case it does not need to be mailed.*

- ☐ **MOA(s)** MUST be signed by your County Commission and by your DA/SG; digital signatures must be date stamped
- ☐ **Detailed Budget Worksheet(s)** Budgets have already been submitted as of October 7, 2022. Submit with an SAR form only if changes have occurred since the original submission.

Forms and Special Conditions

- ☐ **Special Conditions** (Signed by both County Commission and DA/SG, initialed by Project Director)
  Please note that PAC may use different deadlines than those set forth in the Special Conditions in order to facilitate statewide reporting. Please adhere to deadlines as provided by PAC.
- ☐ **Designation of Grant Officials Form**
  Per CJCC guidance, the Authorized Official MUST be your County Commission Chair. This person may submit a letter designating a signing authority—see below—to sign all future submissions
- ☐ **Email Contacts**
  PAC communicates all VOCA-related matters via email. Please provide a list of names, titles and email addresses for any personnel who should be copied on VOCA-related correspondence from PAC. This list should be updated if changes occur during the year
- ☐ **Reimbursement Information Form** (Signed by County Commission)
- ☐ **Vendor Management Bank Account Form**
  PAC requires that VOCA reimbursements be paid by ACH. ***Complete this form only if your account information has changed.***
- ☐ **Form W-9, Request for Taxpayer Identification Number and Certifications**
- ☐ **Disclosure of Lobbying Form** (Signed by County Commission)
- ☐ **Standard Assurances Form** (Signed by County Commission)
- ☐ **Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements** (Signed by County Commission)
- ☐ **Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction** (Signed by County Commission)
- ☐ **Audit Requirements Form**
- ☐ **Civil Rights Requirements Form**
- ☐ **EEOP Certification Form and/or Utilization Report**
  All funded offices must complete an EEOP Certification Form online at: https://ocr-eeop.ncjrs.gov. ***The report should be completed from the perspective of the county and include all staff of the county that has accepted the funding.*** The online portal provides a step-by-step method and guidance for preparing and submitting both your EEO Certification Form and Utilization Report. Completed Certification Forms and Utilization Reports are stored on this site and can be accessed to provide when required for a site visit or audit. Confirmations of receipt by the Office for Civil Right should be retained and provided to CJCC in the event of an audit. For more details on EEOP, visit the FAQ page: https://www.ojp.gov/program/civil-rights/eeop/faqs.

Signature Authorization Letter

- ☐ **Signature Authorization Letter**
  Your Authorized Official may designate signing authority to another party or parties for future submission of forms and documents pertaining to this subgrant allocation. To do so, your Authorized Official should submit a letter on official Agency letterhead and reference the subgrant award number

Attachment: 2_2022-2023 VOCA Grant Activation Checklist (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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

County: _____

Implementing Prosecuting Attorney: _____

Allocation 1 (Base Funding): CJCC Grant No: C22-8-076

A. Base Federal Funds: $_____
B. Matching Funds (waived for all offices): $_____

Allocation 2 (Comp Advocate Funding): CJCC Grant No: C18-8-566

A. Base Federal Funds: $_____
B. Matching Funds (waived for all offices): $_____

Initial Grant Period: October 1, 2022 to September 30, 2023

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 _____ County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the _____ (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, 2022 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 Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant 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. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

(BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

(b) Effective October 1, 2013, PACGA has been awarded a 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.

(c) The CFDA number for this grant program is 16.575.

(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 VOCA 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:

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

(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 10a).

6. Budget Limitation: The approved budget total (see 10a) 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 such matching funds to PACGA.

(b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.

(c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

(d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at $15 per hour. There is no minimum volunteer hour requirement.

8. 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.

9. 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, 2022	Due: **January 15, 2023**
Quarter 2	January 1 – March 31, 2023	Due: **April 15, 2023**
Quarter 3	April 1 – June 30, 2023	Due: **July 15, 2023**
Quarter 4	July 1 – September 30, 2023	Due: **October 15, 2023**

(b) Outcome Performance Measurement Surveys (Annual).

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

Annually	Oct. 1, 2022 -Sept. 30, 2023	Due: **October 30, 2023**

(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.

10. Financial Reporting Requirements:

(a) The County will submit budget worksheet(s) to PACGA no later than October 7, 2022. Separate budget worksheets are required for Base funding and Victims Comp

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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, 2022	Due: **January 15, 2023**
Quarter 2	January 1 – March 31, 2023	Due: **April 15, 2023**
Quarter 3	April 1 – June 30, 2023	Due: **July 15, 2023**
Quarter 4	July 1 – September 30, 2023	Due: **October 15, 2023**

(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 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.

13. 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,

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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 will be reported separate from other funds.

14. 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.

15. 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.

16. 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.

17. 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

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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 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.

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

(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.

19. 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.

20. 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.

21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

PROSECUTING ATTORNEY EXECUTION:

_____
Signature Date signed by Prosecuting Attorney

_____
Printed Name

The Honorable
District Attorney, _____ Judicial Circuit
Solicitor-General, _____County

COUNTY EXECUTION:

_____
Signature Date signed by County

_____
Printed Name

_____
Title
Official for _____ 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

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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

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

_____

Attention:_____

_____

_____

Telephone No.: _____

Email: _____

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

_____

Attention: _____

_____

_____

Telephone No.: _____

Email: _____

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

EXHIBIT B
PACGA Policy 11.2

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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.

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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**

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

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

(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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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**

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;

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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**

(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,

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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**

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

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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
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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11.2	**Victim Services**	**Victims of Crimes Act - Funding Conditions**

20. Compliance with Federal Uniform Guidance andAudit 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

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

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**

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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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**

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.

Attachment: 3_2022-2023 VOCA MOA_2 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

FY22 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorney's Council of GA

SUBGRANT NUMBER: C18-8-566

1. 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 2019 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to Office of Justice Programs (OJP) subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

2. Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years, or until any state and/or federal initiated audit exceptions have been cleared, whichever is later, from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee must provide access to, 1) Subgrant award agreement, special conditions and any attachment; 2) any written agreements between subgrantee and consultant/subgrantees; 3) Program files and supporting documents related to this subgrant award agreement; 4) statistical records; 5) administrative operations and accounting/financial records related to this subgrant award agreement; and 6) other pertinent records indicated at 2 C.F.R. 200.333. All the aforementioned records are public records and shall be made available for public inspection in accordance with O.C.G.A. 50-18-71 and 72. Said records are subject to audit by the State of Georgia. Records must be adequately protected against fire, loss, theft, or damage.

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

   Federal laws prohibit grantees and subgrantees of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

   Initials _____

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3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). Reasonable steps may include the provision of language assistance services, such as oral language assistance or written translation. For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at https://www.lep.gov.

   In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its internet-based relay services and/or TTY machine are operable at all times and that all staff, volunteers and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of internet-based relay services and/or TTY answering procedures.

   Initials _____

4. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, CJCC selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

   Initials _____

5. Federal grant program requirements, the subgrantee must comply with the following EEOP reporting requirements of 28 C.F.R. Part 12, specifically including any application requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program:

   If the subgrantee has less than 50 employees, receives an award of less than $25,000, or is a nonprofit organization, medical institution, educational institution, or Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, the subgrantee must complete and submit Section A of the Certification Form, which is available online at https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

   If the subgrantee is a government agency or private business, receives an award of at least $25,000 but less than $500,000, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form). While the subgrantee does not have to submit the report to the Office for Civil Rights (OCR) for review, it must maintain the Utilization Report on file and make it available for review on request. In addition, the subgrantee must complete Section B of the Certification Form and return it to OCR. The Certification Form is available at

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https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

If the subgrantee is a government agency or private business, receives an award for $500,000 or more, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to OCR for review within 60 days from the date of this award. For assistance in developing a Utilization Report, please consult OCR's website at https://www.ojp.gov/about/offices/ocr.htm. In addition, the subgrantee must complete Section C of the Certification Form and return it to OCR. The Certification Form is available at https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at OCR by telephone at (202) 307-0690, TTY at (202) 307-2027, or e-mail at EEOsubmisson@usdoj.gov.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), approved by OCR, is a violation of its Certified Assurances and may result in either (1) suspension of funding until such time as the subgrantee is in compliance or (2) termination of the award. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to CJCC upon request.

Initials _____

6. Subgrantee agencies are required to clearly post a non-discrimination policy in accordance with the special conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination against the subgrantee agency.

   If a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability, then the subgrantee must submit a copy of the findings to CJCC and to OCR for review (28 C.F.R. §§ 42.205(5) or 31.202(5)).

   Initials _____

7. Pursuant to A.G. Order No. 2353-2001 and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (noncash) services necessary to protect life or safety and do not charge for said services based on the clients' income may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (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 and 66 FR 3613). Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status and shall promulgate same with

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staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the clients' 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 (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 and 66 FR 3613; O.C.G.A §17-5-100(f))).

Initials _____

8. The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm

   Initials _____

9. The subgrantee agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm including any updated version that may be posted during the period of performance.

   Initials _____

10. The subgrantee agrees to comply with the conditions of the Victims of Crime Act (VOCA) of 1984 sections 1404(a)(2), (b)(1), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2), (b)(1), (b)(2), applicable program guidelines and regulations, and program rules (28 C.F.R. part 94.101(d)), as required.

    Initials _____

11. The subgrantee understands and agrees that CJCC may withhold award funds or 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 other awards. The CFDA number for this grant program is 16.575.

    Initials _____

12. If any changes occur in the subgrantee's lobbying status or activities a revised Disclosure of Lobbying Activities Form must be submitted to CJCC. The subgrantee further understands and

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agrees that it cannot use any federal funds, either 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 written approval of OJP.

Initials _____

13. The subgrantee may not use federal funds awarded to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

    Another federal law generally prohibits federal funds from being to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

    Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, contact CJCC for guidance.

    Initials _____

14. The subgrantee agrees to seek prior approval and comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, trainings, and other events; including the provision of food and/or beverages at such events, and costs of attendance at such events.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

    Initials _____

15. The subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions 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 a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

    Initials _____

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16. Subgrantees may not 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 law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

    The foregoing is not intended and shall not be understood by the agency making this 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 recipient—
        a. represents that it neither requires nor has 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
    2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
        a. it represents that—
            i. (1). it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has 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
            ii. 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 federal agency making this award, and will resume (or permit resumption of) such obligations

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only if expressly authorized to do so by that agency.

Initials _____

17. The subgrantee understands that the maximum consultant/contractor rate is $650.00 per eight-hour day ($81.25 per hour) and must provide justification and receive prior approval from CJCC for rates equal to or exceeding the maximum hourly and/or daily rate.

    Initials _____

18. Any training or training materials that the subgrantee develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

    Initials _____

19. The subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by victims receiving assistance.

    Initials _____

20. The subgrantee agrees that if it currently has other active awards of federal funds, or receives any other award of federal funds during the period of performance, the subgrantee must promptly determine whether funds from any part of those award funds have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are being provided under this award. If so, the subgrantee will promptly notify the CJCC grant specialist for this award in writing of the potential duplication. In addition, if requested by CJCC, the subgrantee will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

    Initials _____

21. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009) and Georgia Code § 40-6-241.2, writing, sending, or reading text-based communication while operating motor vehicle is prohibited. Subgrantees must establish workplace safety policies, adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

    Initials _____

22. The subgrantee certifies that federal funds will not be used to supplant funds that would

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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 _____

23. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds that violates 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 award 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
    950 Pennsylvania Avenue, N.W., Room 4706
    Washington, DC 20530

    DOJ OIG hotline: (information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881

    Additional information is available from the DOJ OIG website at https://oig.justice.gov.

    Initials _____

24. The subgrantee understands and agrees that (1) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (2) Nothing in the previous subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

    Initials _____

25. Subgrantee agencies agree to comply with the core services and/or state approved standards applicable to their agency type as outlined in the Request for Applications and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

    Initials _____

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26. The subgrantee agrees to comply with CJCC's Subgrantee Programmatic and Fiscal Compliance Policy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

    Initials _____

27. The subgrantee agrees to have a non-discrimination and grievance policy listed for employees and program participants. The grievance policy will outline a procedure in which clients may formally challenge the availability, timeliness, or quality of program services. CJCC contact information should be included as a part of that policy.

    Initials_____

28. The subgrantee agrees to obtain prior approval from CJCC to earn or use program income for any VOCA-funded program/project.

    Initials _____

29. All nonprofit organizations shall comply fully with the requirements set forth in O.C.G.A. § 50-20-1, et seq. and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

    Initials _____

30. All non-profit subgrantees under this award must certify their non-profit status by submitting a statement to CJCC affirmatively asserting that the subgrantee is a non-profit organization and indicating that it has on file, and available upon audit, either a 1) copy of the subgrantee's 501(c)(3) designation letter, 2) letter from the state's taxing body or attorney general stating that the subgrantee is a non-profit organization operating within the state, or 3) copy of the subgrantee's state certificate of incorporation that substantiates its non-profit status. Subgrantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3) and a statement by the state or national parent organization indicating that the subgrantee is a local non-profit affiliate.

    Initials _____

31. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

    Initials _____

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32. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

    Initials _____

33. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

    Initials _____

34. Subgrantee agrees that if a victim is not in their jurisdiction or service area the agency will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access services immediately, if needed, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner. If no services exist in that area or victim requests specific services from subgrantee, the subgrantee agrees to serve the victim.

    Initials _____

35. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

    Initials _____

36. Subgrantee agencies agree to comply with the core services training and continuing education requirements applicable to their agency type as outlined in the state standards, Request for Applications, and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency's staff meets the minimum training requirements and continuing education and maintains all applicable documentation (additional online training resources are available at https://www.ovcttac.gov).

    Initials _____

37. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Staff and supervisors must provide a certificate of completion as proof of attendance. Only trainings received since 2017 meet this requirement. CJCC encourages subgrantees to attend a Victim's Compensation 101 training once

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every two years. Victim's Compensation 101 also may be applied toward training requirements specified by the subgrantee agency's core service requirements.

Initials _____

38. The subgrantee must submit Subgrant Adjustment Request #1 after the agency has been notified the grant is activated. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council 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 Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

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

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

39. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

    Initials _____

40. 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 (SER) 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 _____ (quarterly basis for PAC-funded offices)

41. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 10% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC 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) as defined by the Part 200 Uniform Requirements.

    A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the "de minimis" indirect cost rate. If the subgrantee cannot use the "de minimis" and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

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Initials _____

42. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials must contain the following language: *"This project is supported by federal award no. 15POVC-22-GG-00691-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council."*

    Initials _____

43. Under the Government Performance and Results Act (GPRA) and GPRA Modernization Act, subgrantees are required to collect, maintain, and provide data that measure the performance and effectiveness of their grant-funded activities in the time and manner required by CJCC. Accordingly, the subgrantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures.

    a. Statistical data describing project performance from programs providing direct victim services must be submitted to CJCC using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to CJCC October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.

    b. The annual Outcome Performance Measures (OPM) report describing program outcomes reflecting changes regarding clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective program types on their client surveys. Programs are required to follow CJCC's Data Collection Guidelines and report via the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs and outcomes may not match since outcomes are collected from clients after a substantial completion of services. The performance report is due October 30th.

    Initials _____

44. If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to CJCC.

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Initials _____

45. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY 2022 grant period.

    Initials _____

46. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY22 grant period.

    Initials _____

47. The subgrantee certifies that 1) equipment and/or supplies purchased with funds under this award shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, CJCC will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia. Vehicles purchased with federal funds must only be used for approved service delivery including client transport or to provide other client services.

    Initials _____

48. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

    Initials _____

49. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with understanding and completing application forms and procedures, obtaining necessary documentation, checking on their claim status, and/or following up with the Board of Appeals, as applicable.

    Initials _____

50. The subgrantee agrees 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.). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et seq.).

    Initials _____

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51. Agencies or organizations who hold the Human trafficking Victims Assistance Organization (HTVAO) certification must maintain its status by re-certifying on an annual basis and successfully completing the quarterly programmatic reports provided by the Criminal Justice Coordinating Council.

    Initials _____

52. The subgrantee authorizes the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and its representatives access to and the right to examine all records books, paper, or documents related to the VOCA grant.

    Initials _____

53. Subgrantee agencies are subject to regular compliance monitoring activities by CJCC staff. Compliance monitoring activities include risk assessments, site visits, and/or desk reviews of all documentation related to the award. Subgrantee agencies will be scheduled at least once every two years for site visits and desk reviews. The subgrantee agency agrees to comply with all compliance monitoring activities.

    Initials _____

54. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by CJCC during and subsequent to the award period.

    Initials _____

55. Repeatedly late submission of any reports may result in a temporary freeze or a recommendation to the Council for a reduction to your award. These reports include, but are not limited to, SERs and Progress Reports such as VSSR, OPM, and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

    Initials _____

56. The subgrantee agrees to execute the agency's award within 45 days of receipt. Subgrantees who do not activate their awards within the specified timeframe may be immediately classified as high-risk agencies. Furthermore, the subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if CJCC determines that the subgrantee is a high-risk agency due to inactivity or results of any other risk assessment performed by CJCC per 28 C.F.R. parts 66, 70.

    Initials _____

57. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which

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prohibits subgrantees from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials _____

58. Employment Verification
    1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:
        a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1) and (2) for any position that is or will be funded (in whole or in part) with award funds.
        b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
            i. this award requirement for verification of employment eligibility, and
            ii. 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. Staff involved in the hiring process
        a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee 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.
    3. Employment eligibility confirmation with E-Verify
        a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or 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.

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b. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.

4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
6. 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. E-Verify employer agents can email E- Verify at E-VerifyEmployerAgent@dhs.gov.

Initials _____

59. The subgrantee agrees to submit an updated Board listing along with all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions, see Special Condition #40. The subgrantee agrees to provide a schedule of board meetings for the grant year inclusive of each meeting's date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

60. The subgrantee must 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 recipient also must 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.

Initials _____

61. 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 (or a subrecipient) -- (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 CJCC staff member no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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62. The subgrantee is required to be familiar with and comply with all relevant federal civil rights requirements, and to that end are required to participate in the designated training once per grant period (annually). Information on the required annual OJP Civil Rights trainings can be found at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm .

    Initials _____

63. The subgrantee must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

    The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition:

    Initials _____

64. The subgrantee must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the subgrantee or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

    The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

    Initials _____

65. The subgrantee is required to comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

    The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm

    Initials _____

66. The subgrantee must 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."

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67. The subgrantee must 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.

    Among other things, 28 C.F.R. Part 38 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 also sets out rules and requirements that pertain to subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

    Initials _____

68. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the 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. 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 _____

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

    1. SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by the subgrantee, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
    2. No discrimination, in procurement transactions, against associates of the federal government
        a. 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 recipient (or subrecipient, at any tier) 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),

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except as expressly set out in 2 C.F.R.200.319(a) or as specifically authorized by USDOJ.

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), subgrantee, 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 subgrantee or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Initials _____

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 Grantee.

Authorized Official Signature Date

Print Authorized Official Name Title

District Attorney/Solicitor-General Official Signature Date

Print District Attorney/Solicitor-General Official Name Title

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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 Unique Entity Identifier (UEI), EIN, and active registration with the System for Award Management (SAM).
   The County's UEI # is _____
   Initials:_____

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:_____

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:_____

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:_____

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5. PAC Statewide Distribution Subgrantees with Victims Compensation Advocates –

The subgrantee agrees to: 1) Designate an Advocate to serve as the primary Compensation Advocate; 2) Ensure that Compensation Advocates attend Advanced Victims Compensation Trainings; 3) Ensure that all compensation applications submitted by the District Attorney's Offices are submitted via the Victims Comp Portal and include the police report or an investigative document (e.g. warrant, indictment, etc.); 4) Develop relationships with Law Enforcement to increase the number of Compensation applications submitted and to obtain police reports for victims of violent crimes; 5) Develop a resource list in their respective judicial circuit; 6) Monitor all incomplete applications within their judicial circuit via the Victims Comp Portal and assist with getting requested information/documentation; 7) Follow-up with victims at the request of Victims Compensation staff prior to an application being denied; 8) Submit applications for immediate family members for victims of homicide (counseling benefit); 9) Periodically review the UCR database for known restitution orders that are 5 years or older; 10) When submitting applications for victims of DUI inform/assist victims with the DUI memorial sign application; and 11) Work with the Prosecuting Attorney to request restitution for the Crime Victims Emergency Fund if money was awarded by Victims Comp, and update the restitution information in the Victims Comp Portal for that claim.

Initial:_____

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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 VOCA 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 VOCA budgets, and the Criminal Coordinating Council of Georgia may approve VOCA 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 Victims of Crime Act (VOCA) 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 Date

Printed Name of District Attorney or Solicitor-General

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FY22 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorney's Council of GA

SUBGRANT NUMBER: C22-8-076

1. 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 2019 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to Office of Justice Programs (OJP) subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

2. Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years, or until any state and/or federal initiated audit exceptions have been cleared, whichever is later, from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee must provide access to, 1) Subgrant award agreement, special conditions and any attachment; 2) any written agreements between subgrantee and consultant/subgrantees; 3) Program files and supporting documents related to this subgrant award agreement; 4) statistical records; 5) administrative operations and accounting/financial records related to this subgrant award agreement; and 6) other pertinent records indicated at 2 C.F.R. 200.333. All the aforementioned records are public records and shall be made available for public inspection in accordance with O.C.G.A. 50-18-71 and 72. Said records are subject to audit by the State of Georgia. Records must be adequately protected against fire, loss, theft, or damage.

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

   Federal laws prohibit grantees and subgrantees of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

   Initials _____

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3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). Reasonable steps may include the provision of language assistance services, such as oral language assistance or written translation. For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at https://www.lep.gov.

   In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its internet-based relay services and/or TTY machine are operable at all times and that all staff, volunteers and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of internet-based relay services and/or TTY answering procedures.

   Initials _____

4. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, CJCC selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

   Initials _____

5. Federal grant program requirements, the subgrantee must comply with the following EEOP reporting requirements of 28 C.F.R. Part 12, specifically including any application requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program:

   If the subgrantee has less than 50 employees, receives an award of less than $25,000, or is a nonprofit organization, medical institution, educational institution, or Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, the subgrantee must complete and submit Section A of the Certification Form, which is available online at https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

   If the subgrantee is a government agency or private business, receives an award of at least $25,000 but less than $500,000, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form). While the subgrantee does not have to submit the report to the Office for Civil Rights (OCR) for review, it must maintain the Utilization Report on file and make it available for review on request. In addition, the subgrantee must complete Section B of the Certification Form and return it to OCR. The Certification Form is available at

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https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

If the subgrantee is a government agency or private business, receives an award for $500,000 or more, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to OCR for review within 60 days from the date of this award. For assistance in developing a Utilization Report, please consult OCR's website at https://www.ojp.gov/about/offices/ocr.htm. In addition, the subgrantee must complete Section C of the Certification Form and return it to OCR. The Certification Form is available at https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at OCR by telephone at (202) 307-0690, TTY at (202) 307-2027, or e-mail at EEOsubmisson@usdoj.gov.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), approved by OCR, is a violation of its Certified Assurances and may result in either (1) suspension of funding until such time as the subgrantee is in compliance or (2) termination of the award. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to CJCC upon request.

Initials _____

6. Subgrantee agencies are required to clearly post a non-discrimination policy in accordance with the special conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination against the subgrantee agency.

   If a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability, then the subgrantee must submit a copy of the findings to CJCC and to OCR for review (28 C.F.R. §§ 42.205(5) or 31.202(5)).

   Initials _____

7. Pursuant to A.G. Order No. 2353-2001 and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (noncash) services necessary to protect life or safety and do not charge for said services based on the clients' income may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (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 and 66 FR 3613). Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status and shall promulgate same with

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staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the clients' 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 (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 and 66 FR 3613; O.C.G.A §17-5-100(f))).

Initials _____

8. The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm

   Initials _____

9. The subgrantee agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm including any updated version that may be posted during the period of performance.

   Initials _____

10. The subgrantee agrees to comply with the conditions of the Victims of Crime Act (VOCA) of 1984 sections 1404(a)(2), (b)(1), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2), (b)(1), (b)(2), applicable program guidelines and regulations, and program rules (28 C.F.R. part 94.101(d)), as required.

    Initials _____

11. The subgrantee understands and agrees that CJCC may withhold award funds or 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 other awards. The CFDA number for this grant program is 16.575.

    Initials _____

12. If any changes occur in the subgrantee's lobbying status or activities a revised Disclosure of Lobbying Activities Form must be submitted to CJCC. The subgrantee further understands and

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agrees that it cannot use any federal funds, either 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 written approval of OJP.

Initials _____

13. The subgrantee may not use federal funds awarded to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

    Another federal law generally prohibits federal funds from being to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

    Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, contact CJCC for guidance.

    Initials _____

14. The subgrantee agrees to seek prior approval and comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, trainings, and other events; including the provision of food and/or beverages at such events, and costs of attendance at such events.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

    Initials _____

15. The subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions 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 a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

    Initials _____

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16. Subgrantees may not 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 law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

    The foregoing is not intended and shall not be understood by the agency making this 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 recipient—
        a. represents that it neither requires nor has 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
    2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
        a. it represents that—
            i. (1). it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has 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
            ii. 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 federal agency making this award, and will resume (or permit resumption of) such obligations

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only if expressly authorized to do so by that agency.

Initials _____

17. The subgrantee understands that the maximum consultant/contractor rate is $650.00 per eight-hour day ($81.25 per hour) and must provide justification and receive prior approval from CJCC for rates equal to or exceeding the maximum hourly and/or daily rate.

    Initials _____

18. Any training or training materials that the subgrantee develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

    Initials _____

19. The subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by victims receiving assistance.

    Initials _____

20. The subgrantee agrees that if it currently has other active awards of federal funds, or receives any other award of federal funds during the period of performance, the subgrantee must promptly determine whether funds from any part of those award funds have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are being provided under this award. If so, the subgrantee will promptly notify the CJCC grant specialist for this award in writing of the potential duplication. In addition, if requested by CJCC, the subgrantee will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

    Initials _____

21. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009) and Georgia Code § 40-6-241.2, writing, sending, or reading text-based communication while operating motor vehicle is prohibited. Subgrantees must establish workplace safety policies, adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

    Initials _____

22. The subgrantee certifies that federal funds will not be used to supplant funds that would

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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 _____

23. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds that violates 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 award 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
    950 Pennsylvania Avenue, N.W., Room 4706
    Washington, DC 20530

    DOJ OIG hotline: (information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881

    Additional information is available from the DOJ OIG website at https://oig.justice.gov.

    Initials _____

24. The subgrantee understands and agrees that (1) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (2) Nothing in the previous subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

    Initials _____

25. Subgrantee agencies agree to comply with the core services and/or state approved standards applicable to their agency type as outlined in the Request for Applications and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

    Initials _____

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26. The subgrantee agrees to comply with CJCC's Subgrantee Programmatic and Fiscal Compliance Policy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

    Initials _____

27. The subgrantee agrees to have a non-discrimination and grievance policy listed for employees and program participants. The grievance policy will outline a procedure in which clients may formally challenge the availability, timeliness, or quality of program services. CJCC contact information should be included as a part of that policy.

    Initials_____

28. The subgrantee agrees to obtain prior approval from CJCC to earn or use program income for any VOCA-funded program/project.

    Initials _____

29. All nonprofit organizations shall comply fully with the requirements set forth in O.C.G.A. § 50-20-1, et seq. and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

    Initials _____

30. All non-profit subgrantees under this award must certify their non-profit status by submitting a statement to CJCC affirmatively asserting that the subgrantee is a non-profit organization and indicating that it has on file, and available upon audit, either a 1) copy of the subgrantee's 501(c)(3) designation letter, 2) letter from the state's taxing body or attorney general stating that the subgrantee is a non-profit organization operating within the state, or 3) copy of the subgrantee's state certificate of incorporation that substantiates its non-profit status. Subgrantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3) and a statement by the state or national parent organization indicating that the subgrantee is a local non-profit affiliate.

    Initials _____

31. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

    Initials _____

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32. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

    Initials _____

33. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

    Initials _____

34. Subgrantee agrees that if a victim is not in their jurisdiction or service area the agency will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access services immediately, if needed, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner. If no services exist in that area or victim requests specific services from subgrantee, the subgrantee agrees to serve the victim.

    Initials _____

35. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

    Initials _____

36. Subgrantee agencies agree to comply with the core services training and continuing education requirements applicable to their agency type as outlined in the state standards, Request for Applications, and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency's staff meets the minimum training requirements and continuing education and maintains all applicable documentation (additional online training resources are available at https://www.ovcttac.gov).

    Initials _____

37. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Staff and supervisors must provide a certificate of completion as proof of attendance. Only trainings received since 2017 meet this requirement. CJCC encourages subgrantees to attend a Victim's Compensation 101 training once

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every two years. Victim's Compensation 101 also may be applied toward training requirements specified by the subgrantee agency's core service requirements.

Initials _____

38. The subgrantee must submit Subgrant Adjustment Request #1 after the agency has been notified the grant is activated. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council 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 Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
    The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.
    Initials _____ (SAR #1 not required for PAC-funded offices)

39. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.
    Initials _____

40. 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 (SER) 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 _____ (quarterly basis for PAC-funded offices)

41. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 10% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC 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) as defined by the Part 200 Uniform Requirements.
    A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the "de minimis" indirect cost rate. If the subgrantee cannot use the "de minimis" and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

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Initials _____

42. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials must contain the following language: *"This project is supported by federal award no. 15POVC-22-GG-00691-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council."*

    Initials _____

43. Under the Government Performance and Results Act (GPRA) and GPRA Modernization Act, subgrantees are required to collect, maintain, and provide data that measure the performance and effectiveness of their grant-funded activities in the time and manner required by CJCC. Accordingly, the subgrantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures.

    a. Statistical data describing project performance from programs providing direct victim services must be submitted to CJCC using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to CJCC October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.

    b. The annual Outcome Performance Measures (OPM) report describing program outcomes reflecting changes regarding clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective program types on their client surveys. Programs are required to follow CJCC's Data Collection Guidelines and report via the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs and outcomes may not match since outcomes are collected from clients after a substantial completion of services. The performance report is due October 30th.

    Initials _____

44. If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to CJCC.

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Initials _____

45. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY 2022 grant period.

    Initials _____

46. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY22 grant period.

    Initials _____

47. The subgrantee certifies that 1) equipment and/or supplies purchased with funds under this award shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, CJCC will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia. Vehicles purchased with federal funds must only be used for approved service delivery including client transport or to provide other client services.

    Initials _____

48. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

    Initials _____

49. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with understanding and completing application forms and procedures, obtaining necessary documentation, checking on their claim status, and/or following up with the Board of Appeals, as applicable.

    Initials _____

50. The subgrantee agrees 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.). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et seq.).

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51. Agencies or organizations who hold the Human trafficking Victims Assistance Organization (HTVAO) certification must maintain its status by re-certifying on an annual basis and successfully completing the quarterly programmatic reports provided by the Criminal Justice Coordinating Council.

    Initials _____

52. The subgrantee authorizes the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and its representatives access to and the right to examine all records books, paper, or documents related to the VOCA grant.

    Initials _____

53. Subgrantee agencies are subject to regular compliance monitoring activities by CJCC staff. Compliance monitoring activities include risk assessments, site visits, and/or desk reviews of all documentation related to the award. Subgrantee agencies will be scheduled at least once every two years for site visits and desk reviews. The subgrantee agency agrees to comply with all compliance monitoring activities.

    Initials _____

54. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by CJCC during and subsequent to the award period.

    Initials _____

55. Repeatedly late submission of any reports may result in a temporary freeze or a recommendation to the Council for a reduction to your award. These reports include, but are not limited to, SERs and Progress Reports such as VSSR, OPM, and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

    Initials _____

56. The subgrantee agrees to execute the agency's award within 45 days of receipt. Subgrantees who do not activate their awards within the specified timeframe may be immediately classified as high-risk agencies. Furthermore, the subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if CJCC determines that the subgrantee is a high-risk agency due to inactivity or results of any other risk assessment performed by CJCC per 28 C.F.R. parts 66, 70.

    Initials _____

57. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which

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prohibits subgrantees from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials _____

58. Employment Verification
    1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:
        a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1) and (2) for any position that is or will be funded (in whole or in part) with award funds.
        b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
            i. this award requirement for verification of employment eligibility, and
            ii. 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. Staff involved in the hiring process
        a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee 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.
    3. Employment eligibility confirmation with E-Verify
        a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or 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.

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b. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.

4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
6. 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. E-Verify employer agents can email E- Verify at E-VerifyEmployerAgent@dhs.gov.

Initials _____

59. The subgrantee agrees to submit an updated Board listing along with all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions, see Special Condition #40. The subgrantee agrees to provide a schedule of board meetings for the grant year inclusive of each meeting's date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

60. The subgrantee must 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 recipient also must 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.

Initials _____

61. 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 (or a subrecipient) -- (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 CJCC staff member no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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Initials _____

62. The subgrantee is required to be familiar with and comply with all relevant federal civil rights requirements, and to that end are required to participate in the designated training once per grant period (annually). Information on the required annual OJP Civil Rights trainings can be found at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm .

    Initials _____

63. The subgrantee must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

    The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition:

    Initials _____

64. The subgrantee must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the subgrantee or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

    The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

    Initials _____

65. The subgrantee is required to comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

    The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm

    Initials _____

66. The subgrantee must 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."

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Initials _____

67. The subgrantee must 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.

    Among other things, 28 C.F.R. Part 38 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 also sets out rules and requirements that pertain to subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

    Initials _____

68. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the 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. 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 _____

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

    1. SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by the subgrantee, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
    2. No discrimination, in procurement transactions, against associates of the federal government
        a. 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 recipient (or subrecipient, at any tier) 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),

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except as expressly set out in 2 C.F.R.200.319(a) or as specifically authorized by USDOJ.

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), subgrantee, 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 subgrantee or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Initials _____

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 Grantee.

Authorized Official Signature Date

Print Authorized Official Name Title

District Attorney/Solicitor General Signature Date

Print District Attorney/Solicitor General Name

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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 Unique Entity Identifier (UEI), EIN, and active registration with the System for Award Management (SAM).
   The County's UEI # is _____
   Initials:_____

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:_____

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:_____

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:_____

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SUBGRANT NUMBER: C22-8-076 (Base Funds)

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 VOCA 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 VOCA budgets, and the Criminal Coordinating Council of Georgia may approve VOCA 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 Victims of Crime Act (VOCA) 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 Authorized Official Date

Printed Name of Authorized Official

Signature of District Attorney or Solicitor-General Date

Printed Name of District Attorney or Solicitor-General

Attachment: 4_2022_2023_Special_Conditions_C22-8-076 (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

VOCA At-A-Glance: Reporting Requirements & Deadlines

Federal Fiscal Year 2022-2023

I. Activation Packages

Deadline: **January 27, 2023**
Submit: Refer to the Grant Activation Checklist to ensure proper submission

II. Subgrantee Expenditure Reporting Form (SER)

Deadlines: SER #1 January 15, 2023 (for the period covering Oct. 1 – Dec. 31, 2022)
SER #2 April 15, 2023 (for the period covering Jan. 1 – March 31, 2023)
SER #3 July 15, 2023 (for the period covering April 1 – June 30, 2023)
SER #4 October 15, 2023 (for the period covering July 1 – Sept. 30, 2023)

Submit: By email to sleonides@pacga.org.
Include SER form in Excel format, SER Authorization Form, and receipts to support any expenditure outside of the PERSONNEL category.

III. Victims Services Statistical Report (VSSR)

Deadlines: VSSR #1 January 15, 2023 (for the period covering Oct. 1 – Dec. 31, 2022)
VSSR #2 April 15, 2023 (for the period covering Jan. 1 – March 31, 2023)
VSSR #3 July 15, 2023 (for the period covering April 1 – June 30, 2023)
VSSR #4 October 15, 2023 (for the period covering July 1 – Sept. 30, 2023)

Submit: **Via TRACKER**
***NOTE** Quarter 4 submissions include narrative questions that may require submission of additional documentation. Additional documentation in support of Quarter 4 submissions should be submitted via email to sleonides@pacga.org.*

IV. Subgrantee Adjustment Request (SAR)

Deadlines: Within 14 days of the effective date of any change to your grant.

Submit: By email to sleonides@pacga.org.
Include: SAR form, revised budget, and supporting documentation (e.g. salary authorization forms, job descriptions). MAJOR changes (i.e. reallocating funds between categories) are not permitted in the last 60 days of the grant and must be submitted by July 15, 2023. MINOR changes (e.g. filling vacancies, issuing raises) may be submitted up until the SER #4 deadline

V. 5% Reports (Annual Report and Re-certification)

Deadlines: Annual Report due in Spring 2023. Deadlines set by CJCC.
Annual reporting is annually. Re-certification is every two years (even number years).

Submit: Via CJCC portal. User IDs and Passwords will be sent to your office by CJCC.

VI. Outcome Performance Measurement Surveys (OPMs)

Deadlines: October 30, 2023 (for the period covering October 1, 2022 to September 30, 2023)

Submit: Via the CJCC portal. User IDs and Passwords will be sent to your office in advance of the deadline.
Note: *Besides 5%, this is the* ***ONLY*** *report submitted directly to CJCC.*

VII. Volunteer Waiver Forms/Volunteer Affidavits (ONLY if required by CJCC)

Deadlines: October 15, 2023
Required if your office has not used volunteers in any capacity during the grant year

Submit: By email to sleonides@pacga.org along with SER #4

Attachment: 6_VOCA At-A-Glance (2022-072 : CJCC VOCA (Victims of Crime Act) - MOA)

Lumpkin County, Georgia

Finance Department

Date: December 20, 2022

Agenda Item: CJCC VOCA – Financial Administration – District Attorney

Item Description: CJCC VOCA – Financial Administration – District Attorney. District Attorney Langley is requesting Lumpkin County maintain its existing roll as the financial administrator for its VOCA grant awards for the upcoming grant cycle.

Facts & Historical Information: Lumpkin County has served as the financial administrator for grant which funds the Enotah Judicial Circuit's Victims' Assistance Program for a number of years. In the past, the County provided direct assistance to the District Attorney's Office in the preparation of the VOCA grant application as well as its financial administration. However, in recent years, as competition for these grant funds has become increasingly competitive, the Prosecuting Attorney's Council of Georgia (PAC) has sought to assist District Attorneys in maintaining existing funding levels of these grant-funded programs by submitting a single application for multiple jurisdictions. PAC typically submits its VOCA application to the Criminal Justice Coordinating Council of Georgia (CJCC) in the fall of each year.

District Attorney Langley is asking the Board of Commissioners to agree to allow Lumpkin County to continue to act as the financial administrator for the VOCA grant which funds the Enotah Judicial Circuit's Victims' Assistance Program.

Potential Courses Of Action:

A. Agree to allow Lumpkin County to serve as the financial administrator for the VOCA grant which funds the Enotah Judicial Circuit's Victims' Assistance Program.

B. Take no action.

Contract Term: October 1, 2022 – Sept 30, 2023

Budget Impact: There is no budget impact for Lumpkin County serving as the financial administrator for this grant.

Staff Recommendation: **Recommends approval to serve as the financial administrator to the VOCA grant**

Lumpkin County, Georgia

County Clerk Department

Date: December 20, 2022

Agenda Item: Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal

Item Description: Hall's Mill Enterprises LLC DBA Chestatee River Adventures – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.

Facts & Historical Information: In 2009 the Chestatee River Access Park was opened to the public. In February 2012 Halls Mill Enterprises LLC d/b/a Chestatee River Adventures contracted with Lumpkin County for the launching and pickup of watercraft and parties using the river for recreation purposes. The annual amount of the contract was $4,000, either in cash or in-kind improvements to the park. Since that time the contract has been renewed each year and the contract amount has been paid for by in-kind work. In 2016 the BOC voted not to require any documentation of the value of in-kind services provided by the lessee. In 2017 the Corps of Engineers informed staff that they required documentation of the in-kind service value provided in the annual report on the Chestatee River Access Park. This documentation has been provided by the contractor since.

Potential Courses Of Action:

A) Renew the contract with Chestatee River Adventures.
B) Do not renew contract

Budget Impact:

A) In accordance with the County's contract with the Corps of Engineers, all revenue generated by this contract must be spent on the maintenance and improvements of the park. The in-kind work done by the lessee reduces the amount of funds the County spends to maintain the park.

B) Not renewing the contract will result in the county having to budget for maintenance of the area.

Staff Recommendation: **It is the recommendation of staff that the BOC renew the current contract with Halls Mill Enterprises LLC d/b/a Chestatee River Adventures for 2023 and require that documentation of costs be submitted to staff for reporting to the Corps.**

Attachments:
2023- Canoe Launch

Exhibits A & B to Contract

LUMPKIN COUNTY
SUB-LEASE FOR LIMITED COMMERCIAL USE
CANOE LAUNCH AND PARK FACILITY

U. S. Army Corps of Engineers Project
Auraria Park
Lake Sidney Lanier
Lumpkin County, Georgia
Tract No(s): R-1805, R-1816, R-1808, R-1814

THIS LEASE is made on behalf of Lumpkin County, a political subdivision of the State of Georgia, hereinafter sometimes referred to as "County" or as "Lessor," and Hall's Mill Enterprises, LLC, DBA Chestatee River Adventures, an individual enterprise licensed to do business in the State of Georgia, being more fully identified within, hereinafter sometimes referred to as "Vendor" or as "Lessee."

WITNESSETH:

That Lumpkin County, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit(s) "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes as may be from time to time prescribed by County, but with the intent that Lessee's primary use will be for the launching and pickup of watercraft and parties using the river for recreation purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of one year, beginning January 1, 2023, and ending December 31, 2023.

2. CONSIDERATION / FEES

The consideration for this lease shall be in the amount of $4,000.00, in hand paid, in advance, which shall be for the entire year and any portion thereof. There shall be no pro ration for any part year lease. There shall be no refund of any portion of the fee for early termination of the sub-lease for any reason.

a. All lease payments shall be used as provided by the Master Lease between the U. S. Army Corps of Engineers and Lessor herein, which requires that all such funds shall be used for the maintenance and improvement of the park facilities.

b. At the sole discretion of County / Lessor herein, County may accept in kind contributions of capital improvements to the park as donations for the public good. Any

Attachment: 2023- Canoe Launch (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

donation of any capital improvement shall be final and there shall be no refund or reimbursement to Donee for any reason.

(1) If such contributions of capital improvements to the park are offered by Vendor/ Lessee, such donations may be credited against future lease payments in lieu of cash. Such improvements shall be in advance, with the project as approved by County completed, and will be credited against Lessee's future lease payments.

(2) Such capital improvements must be approved and permitted by County as to all details of construction and materials.

(3) Accounting credit must be approved by the Lumpkin County Finance Director and the Lumpkin County Planning Director, with the final review and concurrence of the Lumpkin County Manager.

(4) In the event that Vendor / Lessee is unable to successfully complete a planned improvement, no credit against any lease payment due shall be given, and County /Lessor shall not return any payment of funds advanced by Vendor / Lessee.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed as follows:

If to the Lessor: Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite H
Dahlonega, Georgia 30533

If to the Lessee: Hall's Mill Enterprises, LLC,
DBA Chestatee River Adventures
c/o Rhett Stringer
PO Box 367
Dahlonega, Georgia 30533

Such address may be changed from time to time as may otherwise be directed by the parties by notice given in writing, with confirmation of receipt.

Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AGREEMENT SUBJECT TO MASTER LEASE

This lease shall be subject to all terms and conditions of the April 4, 2008 lease between the Department of the Army and Lumpkin County, Georgia (Lease DACW01-1-08-0012), and Lessee / Vendor herein shall in all cases follow the spirit as well as the detail of said lease, and shall

Attachment: 2023- Canoe Launch (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

indemnify and hold harmless Lessor / County for any violation by Lessee / Vendor of any provisions therein.

5. STRUCTURES AND EQUIPMENT

a. Lessee shall have the right to make such improvements as are specifically approved in writing by Lessor as hereinabove provided.

b. All improvements, upon acceptance by Lessor, shall become the property of Lessor.

6. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.

b. County / Lessor shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in the above referenced Master Lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

c. Vendor / Lessee, as a part of the consideration of this lease, agrees that its use of the facilities constitutes a business operation in Lumpkin County, and agrees that such operation is, for purposes of civil actions, an "office" such that any action between County /Lessor and Vendor / Lessee shall be properly brought in any court of competent jurisdiction in Lumpkin County, Georgia, and waiving any alternative claim of venue.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the County to make any alterations, repairs, or additions thereto. Lessee accepts the premises as fit for the purpose intended, which is solely those purposes as hereinabove set out.

8. TRANSFERS, ASSIGNMENTS, & SUBLEASES

a. Without prior written approval of Lumpkin County, the Lessee shall neither transfer nor assign this lease nor sublet its right to the use of the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will neither sponsor the use of the premises nor permit any commercial (for profit) activity by any third party.

Attachment: 2023- Canoe Launch (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

9. FEES

Lessee may charge no separate fee for the use of the facilities under the terms of this lease. It is understood and approved that Lessee shall charge, as a part of its business, for a set or bundle of activities which include use of the leased premises.

10. PROTECTION OF PROPERTY

The Vendor / Lessee shall be responsible for any damage that may be caused to property of Lumpkin County or property of the United States by the activities of the Lessee under this lease; Vendor / Lessee shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Lumpkin County, or, at the election of the County, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the County.

11. RIGHT TO ENTER AND FLOOD

On all premises described herein, this lease shall be subject to the right of the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the County, the United States or any officer, agent, or employee thereof.

12. INSURANCE

a. At the commencement of this lease, the Vendor / Lessee shall obtain from an A.M. Best "A" or higher rated insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of $l,000,000.00, whichever is greater, for any number of persons or claims arising from anyone incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Vendor / Lessee shall ensure that Lumpkin County, its elected officials, employees and agents are ensured parties under such policy. The Vendor / Lessee shall require its insurance company to furnish to Lumpkin County and to the U. S. Army Corps of Engineers District Engineer a copy of the policy or policies. The minimum amount of liability insurance coverage is subject to revision upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that both Lumpkin

Attachment: 2023- Canoe Launch (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

County and the District Engineer be given thirty (30) days' notice of any cancellation or change in such Insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to both Lumpkin County and the District Engineer.

d. The County shall require closure of any or all of the premises to Vendor / Lessee during any period for which the Lessee does not have the required insurance coverage.

13. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 D.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

14. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises.

15. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary of the Army will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

16. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and its staff are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies,

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and with compliance with reasonable requests by the County. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the noncompliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee at any time by giving notice to County in writing.

17. HEALTH AND SAFETY

The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition, and shall immediately report to County any unsafe condition exceeding Lessee's ability to properly repair or correct.

18. PUBLIC USE

No attempt shall be made by the Vendor / Lessee to forbid or limit the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage its clients while using the premises.

19. NATURAL RESOURCES

The Lessee shall cut no trees or shrubs, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized in writing by County.

20. DISPUTES CLAUSE

Any claim shall be made in accordance with the instructions of the Master Lease.

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental

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Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

22. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the County and protect the site and the material from further disturbance until the County gives clearance to proceed.

23. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the County, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the County / Lessor during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the County.

24. TRANSIENT USE

a. This facility is a day use facility only for the purpose of access to the Chestatee River, for the taking out and putting in of watercraft, for picnics and other similar activities.

b. Camping, including transient trailers or recreational vehicles, is prohibited.

25. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

26. DISCLAIMER

This lease is effective only insofar as the rights of the County in the premises are concerned.

Attachment: 2023- Canoe Launch (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

27. **THIS LEASE** is requested by Hall's Mill Enterprises, LLC, DBA Chestatee River Adventures, and is executed by the Lessee to ratify the terms and conditions of the lease and its agreement to be bound thereby, this 20th day of December, 2022.

Lessor:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Clerk, Lumpkin County

Lessee:

Hall's Mill Enterprises, LLC,
DBA Chestatee River Adventures

_____
By: Rhett Stringer

Attachment: 2023- Canoe Launch (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

Attachment: Exhibits A & B to Contract (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease

LAKE SIDNEY LANIER
DESCRIPTION FOR LEASE TO
LUMPKIN COUNTY, GEORGIA
(AURORIA PARK)

All that tract or parcel of land lying and being in Land Lots 1201, 1202,1203,1204 and1205, 12th District, 1st Section, Land Lots 32 and 586, 13th Land District, 1st Section and Land Lots 140, 148, 149 and 162, 11th Land District, Lumpkin County, Georgia, more particularly described as follows:

Beginning at an angle iron stamped "1202/1203-A" which is on the west line and 202.8 feet N 00 ° 16' E of the southwest corner of said Land Lots 1203, at a corner of a tract of land owned by the United States of America at Lake Sidney Lanier Georgia and at plane coordinate position North 1,625,592.82 feet; and East 557,660.93 feet;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 48' W a distance of 99.7 feet to a pk nail designated "1202-1";

S 21° 35' W a distance of 135.0 feet to a concrete monument stamped "1202-2";

S 89° 55' W a distance of 250.1 feet to a concrete monument stamped "1202-3";

N 38° 27' E a distance of 319.4 feet to an angle iron stamped "1202-4";

N 51° 03' W a distance of 516.4 feet to an angle iron stamped "1202-5";

N 59° 02' W a distance of 481.1 feet to an aluminum monument stamped "1202-6C";

N 20° 33' E a distance of 55.6 feet to an aluminum monument stamped "1202-6B";

N 69° 28' W a distance of 30.0 feet to an aluminum monument stamped "1202-6A"

S 40° 33' W a distance of 50.0 feet to an angle iron stamped "1202-6";

S 89° 57' W a distance of 299.3 feet to a concrete stamped "1201/1202-A" which is on the west line of said Land Lot 1202;

N 89° 49' W a distance of 550.2 feet to an concrete monument stamped "1201-1";

N 00° 16' W a distance of 620 feet, more or less, to a point on the ordinary high water line of the right bank of the Chestatee River;

Thence Southeasterly, downstream, along the meanders of the ordinary high water line of the right bank of said river a distance 1,030 feet, more or less, to a point on a line which bears S 24° 13' W from an angle iron stamped "162-1" which is at a corner of said United States tract

Attachment: Exhibits A & B to Contract (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease

and at plane coordinate position North 1,626,622.46 feet and East 556,759.28 feet;

Thence N 24° 14' E a distance of 180 feet, more or less, to said angle iron stamped "162-1";

Thence along the boundary of said United States tract the following bearings and distances:

N 37 ° 45' W a distance of 65.7 feet to an angle iron stamped "162-2";

N 28 ° 13' E a distance of 574.9 feet to a concrete monument stamped "162-3";

N 88° 48' E a distance of 249.2 feet to an aluminum monument stamped "162-4";

S 55° 32' E a distance of 2,967.4 feet to an angle iron stamped "149-1";

S 00° 17' W a distance of 39.6 feet to a angle iron stamped "149-2";

S 88° 13' E a distance of 200.0 feet to an aluminum monument stamped "149-3";

S 73° 43' E a distance of 597.6 feet to an aluminum monument stamped "149-4";

N 30° 42' E a distance of 294.9 feet to an aluminum monument stamped "149-5";

N 80° 33' E a distance of 608.3 feet to an aluminum monument stamped "149-8";

Thence N 80° 33' E a distance of 126.5 feet to an aluminum monument stamped "140/149-B" which is on the west line of said Land Lot 140 and at a corner of said United States tract;

Thence continue along the boundary of said United States tract the following bearings and distances:

N 80° 36' W a distance of 395.4 feet to a chiseled "X" in a rock designated "140-1-A"

S 10° 19" E a distance of 54.6 feet to a aluminum monument stamped "140-2-A";

S 81° 08' W a distance of 404.6 feet to angle iron stamped "140/149-C";

S 00° 14' W a distance of 127.4 feet to an angle iron stamped "140/149-D";

S 48° 53' W a distance of 395.0 feet to an angle iron stamped "149-10";

S 10° 16' W a distance of 755.3 feet to an aluminum monument stamped "149-11";

S 36° 02' E a distance of 271.9 feet aluminum monument stamped "140/149-E";

S 16° 36' E a distance of 285.9 feet to an aluminum monument stamped "140-1";

Exhibit "A" to Lease No. DACW01-1-08-0012

Thence S 21° 33' W a distance of 215.5 feet to a point designated "586-2" which is at a corner of said United States tract;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 57' W a distance of 499.7 feet to aluminum monuments stamped "32/586-A";

N 59° 10' W a distance of 349.1 to an aluminum monument stamped "32-1";

N 89° 56' W a distance of 424.8 to an aluminum monument stamped "32-2";

N 00° 01' E a distance of 174.8 to a aluminum monument stamped "32-3';

N 59° 59' E a distance of 548.7 feet to an aluminum monument stamped "32-4";

N 00° 09' E a distance of 150.0 to an aluminum monument stamped "32-5";

N 65° 51' W a distance of 1,383.2. feet to an aluminum monument stamped "1205-1";

N 89° 51' W a distance of 400.1 feet to an angle iron stamped "1205-2";

N 00° 03' E a distance of 199.7 feet to a angle iron stamped "1203/1205-A";

N 56° 17' W a distance of 360.7 feet to an angle iron stamped "1203-1";

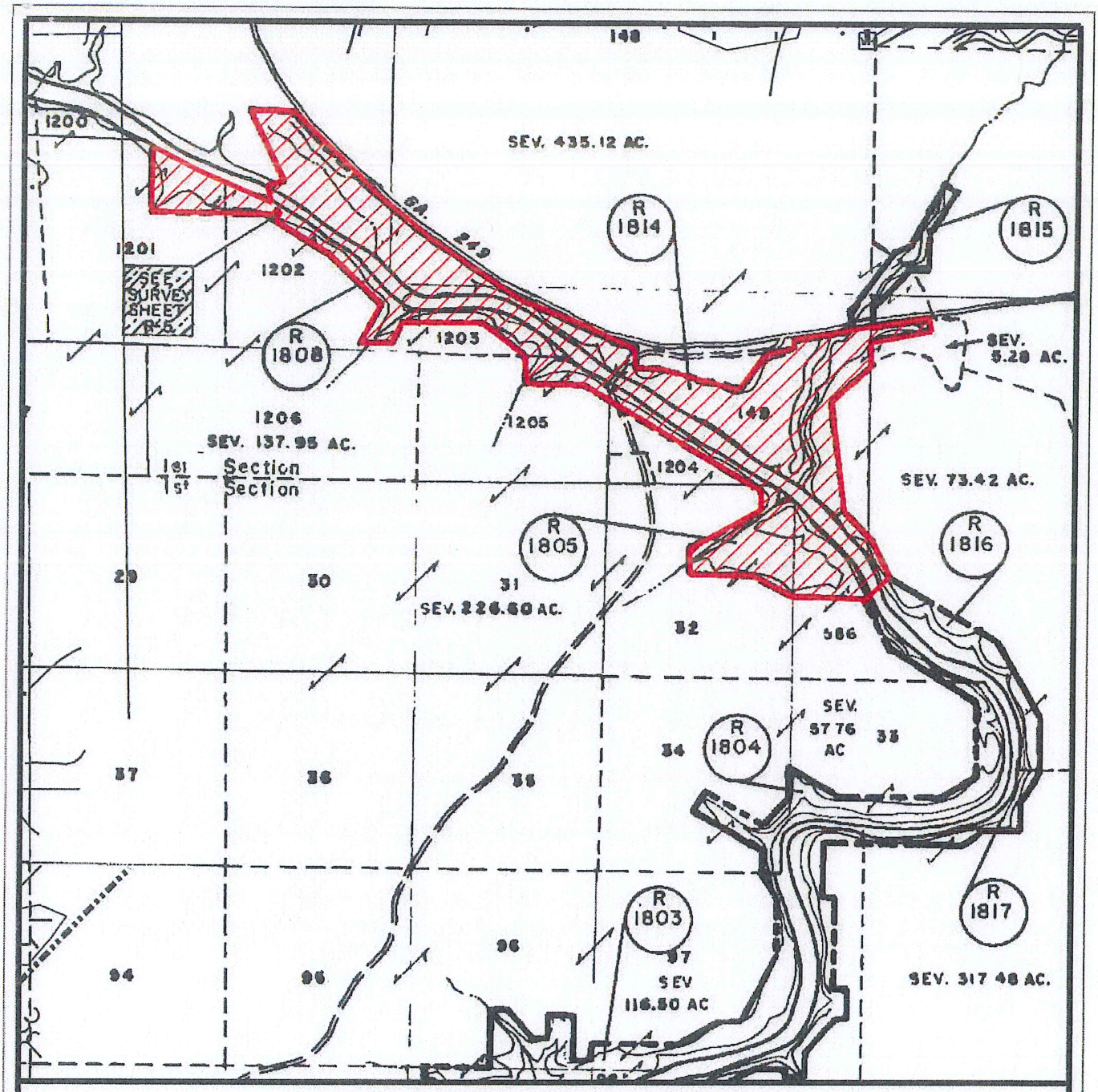
N 89° 51' W a distance of 450.8 feet, more or less, to the point of beginning.

Containing 85.00 acres, more or less, of which 12.30 acres lie within the original run of the Chestatee River and being a part of Tracts R-1805 (16.30), R-1816 (1.10) and all of Tracts R-1808 (11.70) and Tract R-1814 (43.60) of the Lake Sidney Lanier Project.

15 January 2008
M:\RE-PC\M&DJobs\C08-004.doc

Exhibit "A" to Lease No. DACW01-1-08-0012

Attachment: Exhibits A & B to Contract (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease



LAKE SIDNEY LANIER

A PORTION OF SEGMENT "R"

Land Lots 1201, 1202,1203,1204 and 1205, 12th Land District, 1st Section,
Land Lots 32 and 586, 13th Land District, 1st Section and
Land Lots 140, 148, 149 and 162, 11th Land District, 1st Section,
Lumpkin County, Georgia

NORTH

LEASE AREA

SCALE: 1"=1000'

Exhibit "B" to Easement No. DACW01-1-08-0012

Attachment: Exhibits A & B to Contract (2022-087 : Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease

Lumpkin County, Georgia

County Clerk Department

Date: December 20, 2022

Agenda Item: Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal

Item Description: Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.

Facts & Historical Information: In 2009 the Chestatee River Access Park was opened to the public. In April 16th, 2009 Canoe Georgia, Inc. d/b/a Appalachian Outfitters contracted with Lumpkin County for the launching and pickup of watercraft and parties using the river for recreation purposes. The annual amount of the contract was $4,000, either in cash or in-kind improvements to the park. Since that time the contract has been renewed each year and the contract amount has been paid for by in-kind work. In 2016 the BOC voted not to require any documentation of the value of in-kind services provided by the lessee. In 2017 the Corps of Engineers informed staff that they required documentation of the in-kind service value provided in the annual report on the Chestatee River Access Park. This documentation has been provided by the contractor since.

Potential Courses Of Action:
A) Renew the contract with Canoe Georgia, Inc.
B) Do not renew contract

Budget Impact:
A) In accordance with the County's contract with the Corps of Engineers, all revenue generated by this contract must be spent on the maintenance and improvements of the park. The in-kind work done by the lessee reduces the amount of funds the County spends to maintain the park.

B) Not renewing the contract will result in the county having to budget for maintenance of the area.

Staff Recommendation: **It is the recommendation of staff that the BOC renew the current contract with Canoe Georgia, Inc. d/b/a Appalachian Outfitters for 2023 and require that documentation of costs be submitted to staff for reporting to the Corps.**

Attachments:
2023-Canoe Georgia Inc. dba Appalachian Outfitters
Exhibits A & B to Contract

LUMPKIN COUNTY
SUB-LEASE FOR LIMITED COMMERCIAL USE
CANOE LAUNCH AND PARK FACILITY

U. S. Army Corps of Engineers Project
Auraria Park
Lake Sidney Lanier
Lumpkin County, Georgia
Tract No(s): R-1805, R-1816, R-1808, R-1814

THIS LEASE is made on behalf of Lumpkin County, a political subdivision of the State of Georgia, hereinafter sometimes referred to as "County" or as "Lessor," and Canoe Georgia, Inc., d/b/a Appalachian Outfitters, c/o Ben LaChance, a commercial enterprise licensed to do business in the State of Georgia, being more fully identified within, hereinafter sometimes referred to as "Vendor" or as "Lessee."

WITNESSETH:

That Lumpkin County, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit(s) "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes as may be from time to time prescribed by County, but with the intent that Lessee's primary use will be for the launching and pickup of watercraft and parties using the river for recreation purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of one year, beginning January 1, 2023, and ending December 31, 2023.

2. CONSIDERATION / FEES

The consideration for this lease shall be in the amount of $4,000.00, in hand paid, in advance, which shall be for the entire year and any portion thereof. There shall be no pro ration for any part year lease. There shall be no refund of any portion of the fee for early termination of the sub-lease for any reason.

a. All lease payments shall be used as provided by the Master Lease between the U. S. Army Corps of Engineers and Lessor herein, which requires that all such funds shall be used for the maintenance and improvement of the park facilities.

Attachment: 2023-Canoe Georgia Inc. dba Appalachian Outfitters (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

b. At the sole discretion of County / Lessor herein, County may accept in kind contributions of capital improvements to the park as donations for the public good. Any donation of any capital improvement shall be final and there shall be no refund or reimbursement to Donee for any reason.

(1) If such contributions of capital improvements to the park are offered by Vendor/ Lessee, such donations may be credited against future lease payments in lieu of cash. Such improvements shall be in advance, with the project as approved by County completed, and will be credited against Lessee's future lease payments.

(2) Such capital improvements must be approved and permitted by County as to all details of construction and materials.

(3) Accounting credit must be approved by the Lumpkin County Finance Director and the Lumpkin County Planning Director, with the final review and concurrence of the Lumpkin County Manager.

(4) In the event that Vendor / Lessee is unable to successfully complete a planned improvement, no credit against any lease payment due shall be given, and County /Lessor shall not return any payment of funds advanced by Vendor / Lessee.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed as follows:

If to the Lessor: Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite H
Dahlonega, Georgia 30533

If to the Lessee: Canoe Georgia, Inc. d/b/a Appalachian Outfitters
2084 S. Chestatee Hwy 60 S
Dahlonega, Georgia 30533

Such address may be changed from time to time as may otherwise be directed by the parties by notice given in writing, with confirmation of receipt.

Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AGREEMENT SUBJECT TO MASTER LEASE

This lease shall be subject to all terms and conditions of the April 4, 2008 lease between the Department of the Army and Lumpkin County, Georgia (Lease DACW01-1-08-0012), and Lessee / Vendor herein shall in all cases follow the spirit as well as the detail of said lease, and shall

Attachment: 2023-Canoe Georgia Inc. dba Appalachian Outfitters (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

indemnify and hold harmless Lessor / County for any violation by Lessee / Vendor of any provisions therein.

5. STRUCTURES AND EQUIPMENT

a. Lessee shall have the right to make such improvements as are specifically approved in writing by Lessor as hereinabove provided.

b. All improvements, upon acceptance by Lessor, shall become the property of Lessor.

6. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.

b. County / Lessor shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in the above referenced Master Lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

c. Vendor / Lessee, as a part of the consideration of this lease, agrees that its use of the facilities constitutes a business operation in Lumpkin County, and agrees that such operation is, for purposes of civil actions, an "office" such that any action between County /Lessor and Vendor / Lessee shall be properly brought in any court of competent jurisdiction in Lumpkin County, Georgia, and waiving any alternative claim of venue.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the County to make any alterations, repairs, or additions thereto. Lessee accepts the premises as fit for the purpose intended, which is solely those purposes as hereinabove set out.

8. TRANSFERS, ASSIGNMENTS, & SUBLEASES

a. Without prior written approval of Lumpkin County, the Lessee shall neither transfer nor assign this lease nor sublet its right to the use of the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will neither sponsor the use of the premises nor permit any commercial (for profit) activity by any third party.

Attachment: 2023-Canoe Georgia Inc. dba Appalachian Outfitters (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

9. FEES

Lessee may charge no separate fee for the use of the facilities under the terms of this lease. It is understood and approved that Lessee shall charge, as a part of its business, for a set or bundle of activities which include use of the leased premises.

10. PROTECTION OF PROPERTY

The Vendor / Lessee shall be responsible for any damage that may be caused to property of Lumpkin County or property of the United States by the activities of the Lessee under this lease; Vendor / Lessee shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Lumpkin County, or, at the election of the County, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the County.

11. RIGHT TO ENTER AND FLOOD

On all premises described herein, this lease shall be subject to the right of the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the County, the United States or any officer, agent, or employee thereof.

12. INSURANCE

a. At the commencement of this lease, the Vendor / Lessee shall obtain from an A.M. Best "A" or higher rated insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of $l,000,000.00, whichever is greater, for any number of persons or claims arising from anyone incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Vendor / Lessee shall ensure that Lumpkin County, its elected officials, employees and agents are ensured parties under such policy. The Vendor / Lessee shall require its insurance company to furnish to Lumpkin County and to the U. S. Army Corps of Engineers District Engineer a copy of the policy or policies or, if acceptable to the County and to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision upon renewal or modification of this lease.

Attachment: 2023-Canoe Georgia Inc. dba Appalachian Outfitters (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that both Lumpkin County and the District Engineer be given thirty (30) days' notice of any cancellation or change in such Insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to both Lumpkin County and the District Engineer.

d. The County shall require closure of any or all of the premises to Vendor / Lessee during any period for which the Lessee does not have the required insurance coverage.

13. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 D.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

14. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises.

15. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary of the Army will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

Attachment: 2023-Canoe Georgia Inc. dba Appalachian Outfitters (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

16. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and its staff are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the County. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the noncompliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee at any time by giving notice to County in writing.

17. HEALTH AND SAFETY

The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition, and shall immediately report to County any unsafe condition exceeding Lessee's ability to properly repair or correct.

18. PUBLIC USE

No attempt shall be made by the Vendor / Lessee to forbid or limit the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage its clients while using the premises.

19. NATURAL RESOURCES

The Lessee shall cut no trees or shrubs, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized in writing by County.

20. DISPUTES CLAUSE

Any claim shall be made in accordance with the instructions of the Master Lease.

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate

Attachment: 2023-Canoe Georgia Inc. dba Appalachian Outfitters (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

22. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the County and protect the site and the material from further disturbance until the County gives clearance to proceed.

23. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the County, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the County / Lessor during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the County.

24. TRANSIENT USE

a. This facility is a day use facility only for the purpose of access to the Chestatee River, for the taking out and putting in of watercraft, for picnics and other similar activities.

b. Camping, including transient trailers or recreational vehicles, is prohibited.

25. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

26. DISCLAIMER

This lease is effective only insofar as the rights of the County in the premises are concerned.

Attachment: 2023-Canoe Georgia Inc. dba Appalachian Outfitters (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

27. **THIS LEASE** is requested by Canoe Georgia, Inc., d/b/a Appalachian Outfitters, and is executed by the Lessee to ratify the terms and conditions of the lease and its agreement to be bound thereby, this 20th day of December, 2022.

Lessor:

Lessee:

Canoe Georgia, Inc., d/b/a Appalachian Outfitters

_____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

_____

By: Ben LaChance, President

Attest:

_____

Melissa Z. Witcher
Clerk, Lumpkin County

Attachment: 2023-Canoe Georgia Inc. dba Appalachian Outfitters (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

Attachment: Exhibits A & B to Contract (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch

LAKE SIDNEY LANIER
DESCRIPTION FOR LEASE TO
LUMPKIN COUNTY, GEORGIA
(AURORIA PARK)

All that tract or parcel of land lying and being in Land Lots 1201, 1202,1203,1204 and1205, 12th District, 1st Section, Land Lots 32 and 586, 13th Land District, 1st Section and Land Lots 140, 148, 149 and 162, 11th Land District, Lumpkin County, Georgia, more particularly described as follows:

Beginning at an angle iron stamped "1202/1203-A" which is on the west line and 202.8 feet N 00 ° 16' E of the southwest corner of said Land Lots 1203, at a corner of a tract of land owned by the United States of America at Lake Sidney Lanier Georgia and at plane coordinate position North 1,625,592.82 feet; and East 557,660.93 feet;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 48' W a distance of 99.7 feet to a pk nail designated "1202-1";

S 21° 35' W a distance of 135.0 feet to a concrete monument stamped "1202-2";

S 89° 55' W a distance of 250.1 feet to a concrete monument stamped "1202-3";

N 38° 27' E a distance of 319.4 feet to an angle iron stamped "1202-4";

N 51° 03' W a distance of 516.4 feet to an angle iron stamped "1202-5";

N 59° 02' W a distance of 481.1 feet to an aluminum monument stamped "1202-6C";

N 20° 33' E a distance of 55.6 feet to an aluminum monument stamped "1202-6B";

N 69° 28' W a distance of 30.0 feet to an aluminum monument stamped "1202-6A"

S 40° 33' W a distance of 50.0 feet to an angle iron stamped "1202-6";

S 89° 57' W a distance of 299.3 feet to a concrete stamped "1201/1202-A" which is on the west line of said Land Lot 1202;

N 89° 49' W a distance of 550.2 feet to an concrete monument stamped "1201-1";

N 00° 16' W a distance of 620 feet, more or less, to a point on the ordinary high water line of the right bank of the Chestatee River;

Thence Southeasterly, downstream, along the meanders of the ordinary high water line of the right bank of said river a distance 1,030 feet, more or less, to a point on a line which bears S 24° 13' W from an angle iron stamped "162-1" which is at a corner of said United States tract

Exhibit "A" to Lease No. DACW01-1-08-0012

and at plane coordinate position North 1,626,622.46 feet and East 556,759.28 feet;

Thence N 24° 14' E a distance of 180 feet, more or less, to said angle iron stamped "162-1";

Thence along the boundary of said United States tract the following bearings and distances:

N 37 ° 45' W a distance of 65.7 feet to an angle iron stamped "162-2";

N 28 ° 13' E a distance of 574.9 feet to a concrete monument stamped "162-3";

N 88° 48' E a distance of 249.2 feet to an aluminum monument stamped "162-4";

S 55° 32' E a distance of 2,967.4 feet to an angle iron stamped "149-1";

S 00° 17' W a distance of 39.6 feet to a angle iron stamped "149-2";

S 88° 13' E a distance of 200.0 feet to an aluminum monument stamped "149-3";

S 73° 43' E a distance of 597.6 feet to an aluminum monument stamped "149-4";

N 30° 42' E a distance of 294.9 feet to an aluminum monument stamped "149-5";

N 80° 33' E a distance of 608.3 feet to an aluminum monument stamped "149-8";

Thence N 80° 33' E a distance of 126.5 feet to an aluminum monument stamped "140/149-B" which is on the west line of said Land Lot 140 and at a corner of said United States tract;

Thence continue along the boundary of said United States tract the following bearings and distances:

N 80° 36' W a distance of 395.4 feet to a chiseled "X" in a rock designated "140-1-A"

S 10° 19" E a distance of 54.6 feet to a aluminum monument stamped "140-2-A";

S 81° 08' W a distance of 404.6 feet to angle iron stamped "140/149-C";

S 00° 14' W a distance of 127.4 feet to an angle iron stamped "140/149-D";

S 48° 53' W a distance of 395.0 feet to an angle iron stamped "149-10";

S 10° 16' W a distance of 755.3 feet to an aluminum monument stamped "149-11";

S 36° 02' E a distance of 271.9 feet aluminum monument stamped "140/149-E";

S 16° 36' E a distance of 285.9 feet to an aluminum monument stamped "140-1";

Exhibit "A" to Lease No. DACW01-1-08-0012

Attachment: Exhibits A & B to Contract (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch

Thence S 21° 33' W a distance of 215.5 feet to a point designated "586-2" which is at a corner of said United States tract;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 57' W a distance of 499.7 feet to aluminum monuments stamped "32/586-A";

N 59° 10' W a distance of 349.1 to an aluminum monument stamped "32-1";

N 89° 56' W a distance of 424.8 to an aluminum monument stamped "32-2";

N 00° 01' E a distance of 174.8 to a aluminum monument stamped "32-3';

N 59° 59' E a distance of 548.7 feet to an aluminum monument stamped "32-4";

N 00° 09' E a distance of 150.0 to an aluminum monument stamped "32-5";

N 65° 51' W a distance of 1,383.2. feet to an aluminum monument stamped "1205-1";

N 89° 51' W a distance of 400.1 feet to an angle iron stamped "1205-2";

N 00° 03' E a distance of 199.7 feet to a angle iron stamped "1203/1205-A";

N 56° 17' W a distance of 360.7 feet to an angle iron stamped "1203-1";

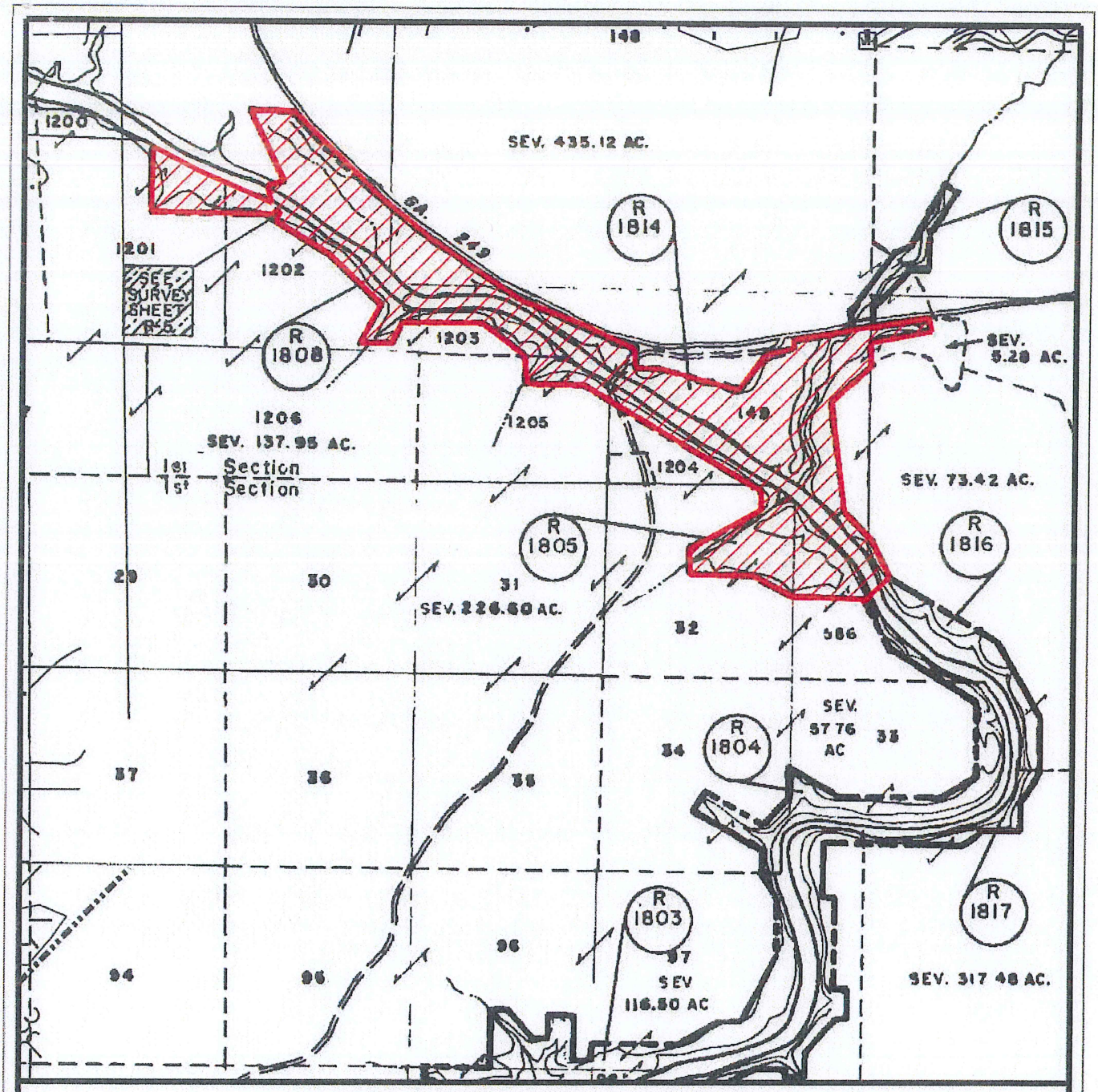
N 89° 51' W a distance of 450.8 feet, more or less, to the point of beginning.

Containing 85.00 acres, more or less, of which 12.30 acres lie within the original run of the Chestatee River and being a part of Tracts R-1805 (16.30), R-1816 (1.10) and all of Tracts R-1808 (11.70) and Tract R-1814 (43.60) of the Lake Sidney Lanier Project.

15 January 2008
M:\RE-PC\M&DJobs\C08-004.doc

Exhibit "A" to Lease No. DACW01-1-08-0012

Attachment: Exhibits A & B to Contract (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch



LAKE SIDNEY LANIER

A PORTION OF SEGMENT "R"

Land Lots 1201, 1202,1203,1204 and 1205, 12th Land District, 1st Section,
Land Lots 32 and 586, 13th Land District, 1st Section and
Land Lots 140, 148, 149 and 162, 11th Land District, 1st Section,
Lumpkin County, Georgia

NORTH

LEASE AREA

SCALE: 1"=1000'

Exhibit "B" to Easement No. DACW01-1-08-0012

Attachment: Exhibits A & B to Contract (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch

Lumpkin County, Georgia

County Clerk Department

Date: December 20, 2022

Agenda Item: Classic Cleaners – 2023 Lease

Item Description: Classic Cleaners – 2023 Lease Annual renewal of lease at 235 E. Main Street.

Facts & Historical Information: Lumpkin County purchased property at 235 East Main Street in 1998. With no formal plan for the property, the County leased the facility to Best Classic Cleaners, formally known as Classic Cleaners. The aforementioned companies have been the rent paying tenant since the initial lease. The rent on this property was increased in 2017 from $1,250 a month to $1,500 a month. This amount of rental income is included in the 2023 budget and no rent increase is recommended at this time. There are no known issues with the current tenant. The lease agreement that is presented for consideration, is a renewal of the last contract with no changes to terms other than the date.

Potential Courses Of Action:

A. The board can choose to approve the lease agreement as presented. Rent was last raised in 2017 and staff did not feel it was prudent to raise the rent on the tenant at this time. The county has received no additional inquiries for use of this space.

B. The board could direct staff to raise the rent in the lease agreement document which could force the tenant to choose to not renew the lease. This is less favorable as the facility would need to be renovated before being placed on the open market.

C. The board could choose to not renew the proposed lease agreement. As there are no formal plans for the land surrounding this facility, losing a tenant in the current economic environment would not be favorable and would adversely impact a revenue stream in the ’23 budget.

Budget Impact: There is no negative impact to the budget if the contract is renewed at the current monthly lease amount.

Staff Recommendation: **The recommendation of staff is to renew the contract.**

Attachments:
Classic Cleaners Lease 2023

STATE OF GEORGIA
COUNTY OF LUMPKIN

COMMERCIAL LEASE
CLASSIC CLEANERS - 2023

This lease is made and entered into by and between **LUMPKIN COUNTY**, a political subdivision of the State of Georgia (herein referred to as "Lessor") and **BEST CLASSIC CLEANERS, LLC,** (hereinafter referred to as "Lessee"), jointly referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Pursuant to Lumpkin County Resolution 98-22, Lessor purchased 8.74 acres for use in connection with various future Lumpkin County purposes, upon which was, and is, located a commercial building that was, and is, being leased by Lessee in connection with Lessee's laundry and dry cleaning business, said commercial building being located at, and more fully described as, 235 East Main Street, Dahlonega, Georgia, (hereinafter being referred to as the "Property" or "Premises"), and

WHEREAS, Lessor has not yet determined the best use of the property for county purposes and has not yet developed a comprehensive plan for county use of the property, and

WHEREAS, Lessor is in need of said property being maintained for future use in connection with county purposes until Lessor determines the best county use of the property, and

WHEREAS, Lessee is desirous of continuing to lease the premises for continued use in connection with Lessee's laundry and dry cleaning business, and

WHEREAS, Lessor, as governing authority of Lumpkin County, has determined that it is in the best interest of Lumpkin County to lease the premises to Lessee under the conditions herein, and

WHEREAS, the parties are desirous of entering into this Agreement according to and subject to the terms, conditions and provisions hereinafter set forth;

NOW THEREFORE, for and in consideration of the covenants, agreements and premises herein contained, LESSOR and LESSEE intending to be legally bound hereby, do covenant and agree as follows:

1. Term of Lease. Lessor hereby leases and grants to Lessee use of the Property for a term of twelve (12) months beginning January 1, 2023 and expiring December 31, 2023, subject to the terms, conditions and provisions set out herein.

Attachment: Classic Cleaners Lease 2023 (2022-089 : Classic Cleaners – 2023 Lease)

As governing authority of Lumpkin County, and upon a determination by resolution of the Governing Authority of Lumpkin County that a public need for the facility exists, Lessor retains the right, power and authority to terminate this agreement upon thirty days' notice, and Lessee agrees as a bargained consideration of the lease that Lessee does hereby waive any claim for damages arising from such early termination. In the event of such notice Lessee shall be responsible for removing all equipment, fixtures and operational residue from the premises within thirty days of receiving such notice. Such notice may be by personal service or by "tacking" to the door of the premises.

2. Rent. Lessee shall pay to Lessor the amount of One Thousand Five Hundred and no/100s Dollars ($1,500.00) per month rent for the use of the property. In further consideration for said lease and use agreement, Lessee shall maintain the Property as set out herein.

3. Use of Premises. The Parties agree that the Property shall be used only as a laundry and dry cleaner business and associated purposes. In the event that the Property is no longer used for such purposes, Lessor is authorized, but is not required, to terminate this lease agreement upon 10 days' notice to Lessee.

4. Maintenance/Repairs. Lessee shall maintain the premises in good, clean, attractive and safe condition, including but not limited to windows and glass, electrical wiring, plumbing, heating and cooling installations and all other systems and equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received. Lessee shall be responsible for all repairs required in order to maintain the premises in their present condition.

5. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including but not limited to those for sewer, water, gas, electricity, and telephone services.

6. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

7. Alterations/Improvements. Lessee may make alterations, additions, or improvements in, to or about the premises only with the prior written approval of Lessor. Lessor may make necessary alterations, additions, improvements or repairs in, to or about the premises so long as Lessee's business operations are not unreasonably impaired. Costs of alterations, additions, or improvements shall be the responsibility of the party making such alterations, additions, or improvements unless otherwise agreed to in writing by the parties.

8. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

Attachment: Classic Cleaners Lease 2023 (2022-089 : Classic Cleaners – 2023 Lease)

9. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease immediately.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to indemnify and hold Lessor harmless from any claim for such damages, no matter how caused.

11. Insurance. Lessee shall maintain reasonably adequate property damage insurance and liability insurance with a minimum coverage for bodily injury in the amount of $500,000.00 and for real property damage in the amount of $500,000.00. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as the beneficiary as to any real property damage and as an additional insured as to all other damage. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage.

12. Taxes. Lessor is exempt from the obligation of ad valorem taxes on the property. In the event that any tax obligation arises on the property, then Lessee shall be responsible for payment of such tax obligation.

13. Destruction of Premises. In the event of the destruction of a significant portion of the premises during the term hereof, from any cause, Lessor shall have the option of repairing the same or terminating this lease for the complete removal of the remaining structure. If Lessor does not begin repairing the premises within 30 days, Lessee shall have the right to terminate this lease. Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at its option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

14. Lessor's Remedies on Default. If Lessee defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor is not required to, but may at its option terminate this lease on not less than 20 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Attachment: Classic Cleaners Lease 2023 (2022-089 : Classic Cleaners – 2023 Lease)

15. Security Deposit. Lessee shall not be required to deposit with Lessor a security deposit for the performance of Lessee's obligations under this lease.

16. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. Notices. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or to Lessor at: Lumpkin County Board of Commissioners, 99 Courthouse Hill, Suite H, Dahlonega, Georgia 30533, or at such other places as may be designated by the parties from time to time, except such notice by “tacking” as is hereinabove provided.

18. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

19. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

20. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Lessor:	**Lessee:**
Lumpkin County Board of Commissioners By:	Best Classic Cleaners, LLC By:
_____ Chris Dockery, Chairman Date: _____	_____ In Lee, Manager Date: _____

Attachment: Classic Cleaners Lease 2023 (2022-089 : Classic Cleaners – 2023 Lease)

Lumpkin County, Georgia

Finance Department

Date: December 20, 2022

Agenda Item: TK Elevator Corporation Contract Addendum

Item Description: TK Elevator Corporation Contract Addendum. Consideration of the TK Elevator Corporation contract addendum for the Planning & Development Services building elevator.

Facts & Historical Information: The Board of Commissioners previously approved a contract with Charles Black Construction to complete the renovations to the old library, now The Kelley Building. The construction contract included installation of an elevator, which was completed earlier this year. The elevator is under warranty through September 2023.

The proposed addendum is to the existing elevator maintenance agreement dated 09/19/17.

Potential Courses Of Action:

A. Approve the contract addendum.

B. Do not approve the contract addendum.

Budget Impact: The cost of adding the elevator to the maintenance contract is $210 per month. There are funds in the 2023 Special Tax District #2 budget to pay for the maintenance agreement.

Staff Recommendation: **Course of action A: Approve the contract addendum.**

Attachments:
TK Elevator Corporation Addendum for Lumpkin Co. Planning NIM

Service Agreement

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our") and Lumpkin County Board Of Commissioners (the "Purchaser," "you," and "your") hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 09-19-2017, contract number US70398 (the "Agreement"), as set forth in this addendum. This addendum shall be made a part of the Agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the Agreement will remain in full force and effect and apply to this addendum where no conflict exists. This addendum shall become effective upon acceptance as described below. Collectively, TK Elevator and Purchaser may hereinafter be referred to as the "Parties."

As of the date that this addendum is fully executed by all Parties, the Unit(s) listed below will be added to the existing Agreement at an additional cost of $210.00:

Equipment Type	Nickname	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydro MRL	1	EFU171	2	thyssenkrupp Elevator	Yes

Price
In light of the modifications to Agreement set forth above, the price for the Agreement shall now be $1,893.93 per month, inclusive of all applicable sales and use taxes, and all available discounts and shall be subject to further adjustments described in the Agreement.

Attachment: TK Elevator Corporation Addendum for Lumpkin Co. Planning NIM (2022-090 : TK Elevator Corporation Contract Addendum)

Service Agreement

Acceptance

Your acceptance of this addendum and its approval by an authorized manager of TK Elevator will constitute exclusively the entire understanding of the Parties with respect to the subject matter contained herein and it shall thereafter become part of the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this addendum and the Agreement will govern, even in the event of a conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the prior written approval of an authorized TK Elevator manager.

Lumpkin County Board Of Commissioners (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
_____ (Print or Type Name)	Adam Luckey Branch Manager
_____ (Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

3005 Chastain Meadows Pkwy Ste 100
Marietta, GA 30066
770-916-0555

Thank you for choosing TK Elevator. We appreciate your business.

Tara Downs

Attachment: TK Elevator Corporation Addendum for Lumpkin Co. Planning NIM (2022-090 : TK Elevator Corporation Contract Addendum)

Gold Service Agreement

Attachment: TK Elevator Corporation Addendum for Lumpkin Co. Planning NIM (2022-090 : TK Elevator Corporation Contract Addendum)

Exhibit A

MAX

MAX is TK Elevator's smart, machine learning Internet of Things ("IoT") solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a "Digital Service Package"), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment's operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed. The Digital Service Package you select will be governed by both the terms and conditions of the Agreement covering the Units described below and this MAX Exhibit and in the event that those terms conflict, the terms and conditions of this MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

With MAX, we are able to offer the following Digital Service Packages with value-added features ("features") to your Agreement:

The (CHECK MARKS) below indicate which features are available in each of the individual Digital Service Packages.

	MAX Plus	MAX Pro	MAX Premium
IoT Connected with MAX Virtual Coach MAX device connected to Tk Elevator's IoT-based cloud enabling near real-time status and communication. Information obtained via machine learning is sent to our technician's mobile device with the service request to promote early diagnosis, faster fixes and reduced downtime.	✓	✓	✓
Email Notifications Stay informed of recent services provided via entries generated by our technicians available for your review in our customer web-based portal.	✓	✓	✓
Web Portal & Mobile App Secure access to your account including basic unit information and historical service information via web and native Android & iOS Apps.	✓	✓	✓
MAX Traffic Statistics Make smarter, data-driven decisions about your building by analyzing how elevator traffic changes over time in our customer web-based portal	✓	✓	✓
Real-Time Status and Failure Alerts Near real-time push notifications available via a mobile App or e-mail when a MAX-enabled unit shuts down and is returned to service.	✓	✓	✓
Auto Response / Dispatching As soon as our MAX technology verifies a failure we will immediately respond during Regular Time or seek your authorization to respond during Overtime to get your equipment back up and running.		✓	✓

Gold Service Agreement

	MAX Plus	MAX Pro	MAX Premium
No Charge Running on Arrival ("ROA") Guarantee Since we are monitoring your elevator's operation, we will not bill you if our technician is dispatched on regular time and finds the unit ROA or is on independent service, firefighters' service, or is the subject of an engaged stop button/feature.		✓	✓
Social Distancing Service When changes are made to the Controller Software or Destination Dispatching program to promote social distancing, our MAX Premium Team will monitor the traffic patterns in the building for increased demand and communicate this information back to you.		✓	✓
MAX Team Monitoring The MAX Premium team of experts will perform a regular review of the traffic and service history, predictive analytics and other relevant data and insights to promote optimum uptime and recommendations to keep your building moving most efficiently.			✓
Predictive Intervention If during its review of traffic and service history, predictive analytics and other relevant data our MAX Premium team of experts recognizes what it believes to be a certain upcoming failure on a unit we will pre-emptively dispatch a technician to investigate and address the issue. These preventative actions taken before your elevator fails will increase your equipment's uptime and reduce inconvenience.			✓
Subscription Price per unit per month	**$10**	**$35**	**$95**

Price, Term and Your Digital Service Package
We have included the following Digital Service Package notated below for the selected units below for an additional price of **$10 per month which will be billed to you separately from the price of the Agreement (the "MAX Charge").** The cost of your selected Digital Service Package is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to increase the MAX Charge not to exceed a total of five percent (5%) annually.

The Digital Service Package noted below will be provided to you on a month-to-month basis and may be substituted for another package or cancelled at any time with thirty (30) days prior written notice by either Party to the other.

Building Name	Equipment Type	Nickname	Stops	MAX Plus	MAX Pro	MAX Premium
LUMPKIN CO PLANNING DEV OFFICE	Hydro MRL	1	2	Current Selection		

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion.

Attachment: TK Elevator Corporation Addendum for Lumpkin Co. Planning NIM (2022-090 : TK Elevator Corporation Contract Addendum)

Gold Service Agreement

Attachment: TK Elevator Corporation Addendum for Lumpkin Co. Planning NIM (2022-090 : TK Elevator Corporation Contract Addendum)

Exhibit B

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Multimedia Monitoring	Elevator Telephone #	Price
LUMPKIN CO PLANNING DEV OFFICE	Hydro MRL	1		Current Selection		$45

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service
If “Phone Monitoring” is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Multimedia Monitoring Service
The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satis ies the Purchaser’s obligation to meet these new code requirements. If “Multimedia Monitoring” is selected for speci ic Units in the chart above then those speci ied Units will, through its centralized
TK Elevator Communications call center, receive 7 days per week, 24 hours per day, 365 days per year dispatching service provided by TK Elevator for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all Units maintained under this Agreement that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center.

Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the affected Unit. Please note that calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

This Multimedia Monitoring Service speci ically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone and any other type of audio or video communication equipment. The Purchaser retains exclusive possession and control of all of the Unit’s communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of communicating with
TK Elevator Communication's call center as designed.

Lumpkin County, Georgia

Finance Department

Date: December 20, 2022

Agenda Item: Tourism Development Services – Chamber of Commerce

Item Description: Tourism Development Services – Chamber of Commerce

Facts & Historical Information:

Lumpkin County levies a 5% Hotel/Motel Lodging Tax. In accordance with O.C.G.A. 48-13-51, the county must contract with an entity to provide enumerated services. Lumpkin County has historically chosen to contract with the Dahlonega/Lumpkin County Chamber of Commerce. In 2020, changes were made to create a tourism board which would still fall under the Chamber's umbrella. The following language is included to reflect the change to a tourism board under the Chamber of Commerce: "*In the event an IRC 501(c)(6) organization is formed and organized separate from the Chamber, this contract shall terminate and the Hotel/Motel tax collected by the County will be held in escrow until the County approves and enters into a new contract for the expenditure of such tax as provided by O.C.G.A. 48-13-51. The County may review and consider a proposal from the newly formed IRC 501(c)(6) organization but shall be under no obligation to provide funding to said IRC 501(c)(6).*"

O.C.G.A. 48-13-51 requires 2 of the 5% to be used for promotion of tourism, conventions, and trade shows. 3 of the 5% are unrestricted funds and are available for use by the county for any legal purpose. Historically, the whole 5% hotel/motel excise tax, less credit card processing fees and the administration fee, has been remitted to the Chamber. The 2023 contract allows 1 of the 5% to be retained by the county for any legal purpose. Five years of revenue history is outlined below:

2018	$233,039.35	
2019	$261,470.54	12% increase
2020	$295,734.57	13% increase
2021	$467,259.17	58% increase
YTD 2022	$509,547.03	9% increase

Due to the significant increases in hotel/motel excise tax revenue in the past five years, the County's retaining 1 of the 5% should not negatively impact the Chamber's Tourism Board function of promoting tourism, conventions, and trade shows.

Potential Courses Of Action:

A. Approve the proposed contract document which is a renewal from the prior year contract and continues the relationship with the local tourism services. The contract meets the requirements of the law and contains provisions for reporting to the County to meet DCA requirements.
B. Modify the proposed contract document and direct staff to incorporate the requested changes.
C. Not approve the proposed contract. This is less favorable as the law is very specific on the types of entities that can contract for providing these types of

services. In the absence of a contract, staff would be left to perform these services or an outside vendor would need to be contracted to stay in compliance with state law.

Contract Term: January 1, 2023 – December 31, 2023

Budget Impact: 1 of the 5% has been included in the County's FY2023 General Fund Budget. Any deviation from the 1% will impact the FY2023 Budget.

Staff Recommendation: **Course of Action A**

Attachments:
Tourism Development Contract 2023

CONTRACT
FOR
TOURISM DEVELOPMENT SERVICES
(HOTEL - MOTEL TAX FUNDING)
2023

STATE OF GEORGIA
COUNTY OF LUMPKIN

This contract, entered into by and between Lumpkin County, a political entity and body politic of the State of Georgia (the "County") and the Dahlonega-Lumpkin County Chamber of Commerce, Inc., a Georgia nonprofit corporation, (the "Chamber"), as follows:

WHEREAS, Lumpkin County has approved the collection of a "Hotel/Motel Tax" at the rate of five percent (5%) as provided by O.C.G.A. 48-13-51; and,

WHEREAS, the County intends that a portion of such funds as may be collected shall be expended for the purpose of promoting tourism, conventions, and trade shows with emphasis on benefitting those County industries generating the tax revenue within the unincorporated area of the County; and,

WHEREAS, the County desires to contract with a private nonprofit organization for the implementation and management of said promotion; and,

WHEREAS, the Chamber has, with the concurrence of the County, developed a strategy for said program, and County and Chamber wish to enter into a formal contract setting out the respective responsibilities of the parties;

NOW THEREFORE, the parties agree as follows:

1.

The purpose of this contract is to provide for the promotion of tourism, conventions and trade shows in the unincorporated area of Lumpkin County**.**

2.

The County has imposed a five percent (5%) tax on hotel/motel accommodations (as defined by law), and the County shall expend (in each fiscal year during which such tax is collected) an amount equal to the amount by which the total of such taxes collected exceed the taxes which would be collected at a rate of one percent (1%) for the purpose of promoting tourism, conventions and trade shows by remitting such amount to the Chamber monthly. In

Attachment: Tourism Development Contract 2023 (2022-091 : Tourism Development Services – Chamber of Commerce)

recognition of this purpose, the Chamber shall provide quarterly written reports showing that the "Hotel/Motel" tax so generated has been used to benefit the tourism industry within the unincorporated areas of the County.

3.

The Chamber will provide a complete annual budget to the County not later than December 31 of each year for the following year. This will be in addition to the monthly reports and is in compliance with O.C.G.A. 48-13-51 (9) (A).

4.

The Chamber will provide an audit verification each year. The verification must show how the Chamber used the funds under this Contract in conformity with O.C.G.A. 48-13-51 (9). The Chamber will further provide to County a copy of each report provided to State of Georgia showing the use of the Hotel/Motel tax collections, along with any support documentation. These documents will be provided to the County Manager, with a copy to the County Clerk and County Finance Director, in the same form (paper or email, for example) as provided to the State.

5.

The Chamber will make monthly financial reports to the County Manager, with a copy to the County Clerk and County Finance Director, showing income and expenditures under this contract, and will, in writing, provide the County with periodic updates on activities and services undertaken by the Chamber pursuant to this tourism development services contract. The reports for each month shall be submitted by the end of the following month. For example, the report covering the month of January shall be submitted by the end of February, etc.

a. Visual and/or aural presentations may from time to time be presented to the County Governing Authority, but will not take the place of written records; no visual, aural or written presentation shall be presented unless a copy of the proposed presentation has been made available to County a minimum of eight (8) days prior to the date of the meeting.

b. No requests shall be made in any meeting unless the initial presentation was fully provided to County staff prior to the regular work session.

Attachment: Tourism Development Contract 2023 (2022-091 : Tourism Development Services – Chamber of Commerce)

6.

All reports and documentation provided to the County shall be addressed to the Lumpkin County Manager with copies to the Lumpkin County Clerk and the Lumpkin County Finance Director.

7.

The Chamber will implement a tourism development program in accordance with this contract and any subsequent amendment agreed to in writing by the parties.

8.

It is the intent of the parties that this contract shall be implemented in order to assist the development of the tourism industry by increasing support for targeted advertising, for the development of destination quality festivals and attractions in the County, and for enhanced visitor services through expanded operating hours and more adequate staffing of the tourism services. The primary goal of this joint tourism development program is to increase visitor spending and overnight stays, to encourage return visits and ultimately, to improve and increase jobs and incomes for the citizens of Lumpkin County.

9.

The Dahlonega-Lumpkin County Chamber of Commerce has assumed the maintenance of the Welcome Center and Chamber of Commerce building. Chamber staff will maintain insurance on the building and its contents. A copy of each policy providing insurance coverage of any kind will be furnished to the County annually. The building may be inspected by the County Board of Commissioners at any time. Any building repairs required by County building inspectors not timely made may, at the discretion of the County, be performed by the County or an agent under its supervision and control, and billed to the Chamber. Any unpaid bill shall be debited against any portion of the Hotel-Motel tax not required by law to be used for the promotion of tourism.

10.

The Chamber of Commerce will pay all monthly utility bills, i.e. electric and water, and will order paper supplies. The Chamber may utilize the County purchasing system for its general office supplies and tourism support supplies, with cost of supplies to be billed to the Chamber. Any unpaid bill shall be debited against any portion of the Hotel-Motel tax as permitted by law.

Attachment: Tourism Development Contract 2023 (2022-091 : Tourism Development Services – Chamber of Commerce)

11.

The Chamber of Commerce shall ensure that Chamber management and staff are made aware that any and all business activities meeting the definition of "Hotel/Motel" or otherwise providing revenue producing accommodations as provided by law must pay the prescribed tax.

12.

In the event an IRC 501(c)(6) organization is formed and organized separate from the Chamber, this contract shall terminate and the Hotel/Motel tax collected by the County will be held in escrow until the County approves and enters into a new contract for the expenditure of such tax as provided by O.C.G.A. 48-13-51. The County may review and consider a proposal from the newly formed IRC 501(c)(6) organization but shall be under no obligation to provide funding to said IRC 501(c)(6).

13.

This contract shall be for the period beginning January 1, 2023, through December 31, 2023.

14.

This contract may renewed from year to year, on the same or amended terms, subject to the annual review and renewal by the Lumpkin County Board of Commissioners which shall normally take place at the September meeting each year, or at the first meeting following the submission, review and approval of the proposed annual budget for the following year, whichever last occurs, and renewal is further contingent on the concurrence of the Board of the Chamber of Commerce, which shall be noted and delivered to the County prior to distribution of any taxes collected in the subject year, being the year for which the contract is effective. If the next effective year begins without action by either party, this contract, or its successor contract, unless otherwise provided in writing, shall continue in full force and effect until formal action is taken by either Board to terminate the contract.

Attachment: Tourism Development Contract 2023 (2022-091 : Tourism Development Services – Chamber of Commerce)

In witness whereof, the parties have executed this agreement with an effective date of January 1, 2023.

Dahlonega-Lumpkin County Chamber of Commerce, Inc.

By:

_____

Name:
Title:

Attest:

_____

Name:
Title:

Lumpkin County:

By:

_____

Chris Dockery, Chairman

Attest:

_____

Melissa Z. Witcher, County Clerk

Attachment: Tourism Development Contract 2023 (2022-091 : Tourism Development Services – Chamber of Commerce)

Lumpkin County, Georgia

Special Projects Department

Date: December 20, 2022

Agenda Item: Justice Center Cameras & Door Locks

Item Description: Justice Center Cameras & Door Locks. Approval of proposal from MCA to Install Security Cameras and Access Control at the Justice Center.

Facts & Historical Information: The Lumpkin County Justice Center currently has security cameras and an access control system that is outdated and in need of repair. Staff contacted multiple companies with state contracts to provide proposals for the needed repairs and replacement of the outdated systems. Two companies, MCA and ATS, provided proposals based on the needs of the building and following a walkthrough with a representative of the Sheriff's Office who is responsible for the security of the building. After a review of the proposals MCA was felt to be the better option as they provided a lower overall cost and superior customer service. The cost from MCA for Access Control and Cameras was $344,659.63. The cost from ATS for Access Control and Cameras was $376,242.79.

The proposal includes the install of 83 new Avigilon analytic capable cameras. This includes cameras in each of the 3 elevators, all detention cells, and 3 interior cameras to view basement entry doors. MCA will provide and install an Avigilon ACC7 Enterprise system; 128TB AI Network Video Recording server. MCA will provide and install associated Cat6 cabling for camera connectivity. MCA will provide and install in the basement office a remote monitoring workstation and two 55" monitors for viewing camera streams. MCA will test equipment functionality and train staff on the new system. MCA will provide and install an Avigilon Access Control Manager 6 Enterprise Appliance with 64 reader capacity. MCA will re-use existing cabling and readers for courthouse doors currently on access control and integrate holding cell doors into the access control system.

Potential Courses Of Action: A. The Board could choose to approve the proposal from MCA for the install of security cameras and access control.

B. The Board could choose to not approve the proposal from MCA for the install of security cameras and access control.

Budget Impact: Funding for the project would come from the 2020 SPLOST Funds.

Staff Recommendation: **The recommendation of staff is to approve the proposal from MCA.**

Lumpkin County, Georgia

Finance Department

Date: December 20, 2022

Agenda Item: Colditz Trucking Contract Amendment Project 2022-003

Item Description: Colditz Trucking Contract Amendment Project 2022-003. Consideration of amending the Colditz Trucking contract for Project 2022-003.

Facts & Historical Information: On March 15, 2022, the Board of Commissioners approved a contract with Colditz Trucking for Project 2022-003 for Little Mountain Road improvements. The 2023 Road Resurfacing List includes Little Mountain Road, Mill Creek Road, and Sheep Wallow Road. Due to Colditz currently working on the Little Mountain Rd widening project, they have agreed to honor the unit-pricing as included on the Project 2022-033 contract to resurface these three roads, which is expected to save the County approximately $70,000. Staff is requesting to amend the Colditz contract to include these three roads.

Potential Courses Of Action:
A. Amend the contract.
B. Do not amend the contract and bid the roads.
C. Do not amend the contract and do not resurface the roads.

Budget Impact: The expected cost of resurfacing the three roads is $1,028,832.00. The 2023 LMIG distribution is $600,382.15, which will be used to fund the project. The remaining $428,449.85 will be paid from 2019 TSPLOST funds.

Staff Recommendation: **Course of Action A**

Attachments:
2022-012 CONTRACT AMENDMENT PROJECT 2022-003
2022-012 CONTRACT AMENDMENT - Exhibit A

FIRST AMENDMENT TO
CONTRACT
FOR
LMIG PROJECT – LITTLE MOUNTAIN ROAD
IMPROVEMENTS
PROJECT # 2022-003

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Colditz Trucking, Inc.**, hereinafter referred to as "Contractor".

Whereas, Contractor entered into a contract with Lumpkin County on March 15, 2022, for Project # 2022-003; and

Whereas, Lumpkin County desires to add certain roads to said Contract; and

Whereas, Contractor agrees to the addition of certain roads to said Contract;

Now therefore, in consideration of the mutual benefits accruing to each party, the parties hereby agree to amend the Contract as follows:

In addition to the work described in said Contract, Contractor shall perform leveling and resurfacing with asphalt concrete of the following county roads: Little Mountain Road, Mill Creek Road and Sheep Wallow Road as set forth on Exhibit A attached hereto and incorporated herein by reference.

Contractor shall be paid for the additional work performed under this Amendment on the same unit price basis as set forth in the Contract, with the exception of traffic control which shall be paid in an additional the lump sum amount of $95,817.43.

Except as specifically amended herein, all terms and conditions of the original contract shall remain in full force and effect and shall apply to the additional work set out herein.

This amendment is made and entered into this 20th day of December, 2022.

Lumpkin County:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Contractor:

Colditz Trucking, Inc.
By:

Teresa Colditz, President

[Corporate Seal]

Attachment: 2022-012 CONTRACT AMENDMENT PROJECT 2022-003 (2022-093 : Colditz Trucking Contract Amendment Project 2022-003)

Exhibit A

ROAD NAME	STAR	END	LENGTH (Mi.)
Little Mountain Road	SR 52	Sheep Wallow Road	2.13
Mill Creek Road	Little Mountain Road	Sheep Wallow Road	3.90
Sheep Wallow Road	Little Mountain Road	Mill Creek Road	3.29

Attachment: 2022-012 CONTRACT AMENDMENT - Exhibit A (2022-093 : Colditz Trucking Contract Amendment Project 2022-003)

Lumpkin County, Georgia

Finance Department

Date: December 20, 2022

Agenda Item: Inmate Food Services Contract – Agape Food Service

Item Description: Agape Inmate Food Contract. Consideration of a contract with Agape Food Service to continue to provide meals to inmates at the Detention Center

Facts & Historical Information: O.C.G.A. 42-5-2 requires correctional institutions of counties that who the physical custody of an inmate to maintain the inmate, including furnishing food. Agape Food Service has been providing this service to the Detention Center since 2019, and the contract was renewed three times, as allowable under the contract.

The County issued a Request for Proposal (RFP) in November to ensure the Purchasing Policy's competitive bidding process was followed. There were two respondents: one that did not provide pricing for the inmate population scale as requested in the RFP documents. The second respondent was Agape Food Service. There is no change to the price structure for inmate populations up to 100. For all inmate population ranges beginning with 101, there is a $0.05 per meal increase. Based on 3 meals per day for 130 inmates, the approximate increase is $7,000 per year.

Potential Courses Of Action:

A) Approve the contract with Agape Food Service.
B) Negotiate the contract with Agape Food Service.
C) Do not approve the contract with Agape Food Service and rerun the RFP.

Budget Impact: The contract will start January 1, 2023. The food expense budget in 2023 was increased in anticipation of rising food costs and can accommodate the proposed price increase.

Staff Recommendation: **The Sheriff's office is requesting the contract with Agape Food Service be approved.**

Attachments:
Inmate Food Service 2023 - Major Cochran
Inmate Food Service 2023 - Ssgt. Welch
Inmate Food Services Contract 2023
Agape Cost Proposal Exhibit A

Abby Branan

From: Ryan McDuffie
Sent: Thursday, December 1, 2022 9:45 AM
To: Abby Branan
Subject: FW: Contract for Food services Detention

Ryan McDuffie
Purchasing Agent
Lumpkin County Board of Commissioners
www.lumpkincounty.gov
706-482-2552 Phone
706-482-2201 Fax

From: Doug Cochran <Doug.Cochran@LumpkinCounty.GOV>
Sent: Thursday, December 1, 2022 9:45 AM
To: Ryan McDuffie <Ryan.McDuffie@LumpkinCounty.GOV>
Cc: Stacy Jarrard <Stacy.Jarrard@LumpkinCounty.GOV>
Subject: Contract for Food services Detention

Good Morning Ryan

Per our conversation, after review of the 2 proposals and conversation wit the Sheriff, we want to remain with Agape food services for upcoming contract period.
Any further needed, please call
Thanx
Major Cochran

Attachment: Inmate Food Service 2023 - Major Cochran (2022-094 : Inmate Food Services Contract – Agape Food Service)

Abby Branan

From: Ryan McDuffie
Sent: Thursday, December 1, 2022 11:51 AM
To: Abby Branan
Subject: FW: Inmate Food Response

Ryan McDuffie
Purchasing Agent
Lumpkin County Board of Commissioners
www.lumpkincounty.gov
706-482-2552 Phone
706-482-2201 Fax

From: Nathan Welch <Nathan.Welch@LumpkinCounty.GOV>
Sent: Thursday, December 1, 2022 11:44 AM
To: Ryan McDuffie <Ryan.McDuffie@LumpkinCounty.GOV>
Subject: RE: Inmate Food Response

After reviewing the proposal's between Agape Food Services and Trinity Services Group. My decision is to continue with our current inmate food provider Agape Food Services, this decision is based on a few underlying reasons. The reasons are as follows. First and foremost Agape Food Services is the only company to turn in a true and accurate sliding scale of the food cost based on the inmate population numbers that the county provided. Trinity Services Group provided a sliding scale that was unrealistic with inmate population numbers greater than the facility can hold. The second reason I choose to continue with Agape is that in the sliding scales provided they were far cheaper in price. The last and final reason for my decision is that the Sheriff Office has been completely satisfied with the services provided by Agape Food Services, we have worked with the owner for years and he has gone above and beyond to meet our needs as a facility.

Sgt. Nathan Welch
Lumpkin County Sheriff's Office
Staff Sergeant, Jail Division
Cell- 706-299-9093
Office- 706-482-2664
Email- Nathan.Welch@lumpkincounty.gov

From: Ryan McDuffie <Ryan.McDuffie@LumpkinCounty.GOV>
Sent: Thursday, December 1, 2022 9:35 AM
To: Stacy Jarrard <Stacy.Jarrard@LumpkinCounty.GOV>; Nathan Welch <Nathan.Welch@LumpkinCounty.GOV>; Doug Cochran <Doug.Cochran@LumpkinCounty.GOV>; Danny Rider <Danny.Rider@LumpkinCounty.GOV>
Subject: Inmate Food Response

Attachment: Inmate Food Service 2023 - Ssgt. Welch (2022-094 : Inmate Food Services Contract – Agape Food Service)

Hello,
We received a response from two qualified vendors, Agape Food Service and Catering and Trinity Services Group. I have attached the Cost Proposal for both. Please review and let me know if you would like to meet or if we can have consensus in written form on email. We need to move on this ASAP! Thank you!

Ryan McDuffie
Purchasing Agent
Lumpkin County Board of Commissioners
www.lumpkincounty.gov
706-482-2552 Phone
706-482-2201 Fax

Attachment: Inmate Food Service 2023 - Ssgt. Welch (2022-094 : Inmate Food Services Contract – Agape Food Service)

CONTRACT FOR INMATE FOOD SERVICE
AT THE
LUMPKIN COUNTY DETENTION CENTER

This Agreement is made as of January 1, 2023, by and between the **Lumpkin County Board of Commissioners**, (hereinafter referred to as "County") and **Agape Food Service & Catering, Inc.,** a corporation authorized by law to transact business in the State of Georgia, (hereinafter referred to as "Contractor"), and with the concurrence the **Lumpkin County Sheriff**.

WITNESSETH:

1. SCOPE OF WORK.

Contractor shall provide three (3) hot meals per day, seven (7) days per week, to the inmate population at the Lumpkin County Detention Center (the "Detention Center") in accordance with industry standards and the following requirements:

a. All menus and special diets must meet the standards for audit holding and detention facilities as established by the American Correctional Association (ACA). A registered dietitian shall approve all menus prior to service. All meals served shall be in compliance with the National Academy of Sciences and Food Standards and will provide an average of 2,800 calories per day in addition to all required nutrients.

b. All meals shall be served at appropriate temperatures and in a manner that makes them palatable (140° hot, 45° if cold), and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, ketchup, or mustard where indicated).

c. Religious and medical diets conforming to special religious or physician ordered specifications shall be provided at no additional cost to the County.

d. A minimum of five (5) special holiday meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year’s Day and one other holiday meal scheduled at the discretion of the Lumpkin County Sheriff. On the days that a special holiday meal is served, the Contractor shall only be required to serve two (2) hot meals, including breakfast and the holiday meal, which may be served at lunch or dinner as selected by the Lumpkin County Sheriff. The third meal may be a sack lunch or dinner. The special holiday meal menus shall be substantially the same as those provided in the Contractor’s proposal to the County.

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

e. The Contractor will provide special event meals such as meals for the Grand Jury, officers meetings, etc., at the inmate cost per meal.

f. Contractor agrees to provide catered meals for special events as designated by the County with not less than seventy-two (72) hours' notice. The cost per meal shall be mutually agreed upon by the Contractor and the County for each event.

g. Within 30 days of the execution of this contract, the Contractor shall submit a detailed contingency/disaster plan to the Lumpkin County Detention Center Captain containing the Contractor's operational procedures for providing the required food service should the on-site kitchen be rendered unusable from fire or other unforeseen circumstances.

2. **FOOD SUPPLIES.**

The Contractor shall provide all consumable supplies and food products that are required for the food service operation. Upon termination of the contract, for any reason, the County shall purchase, or cause the successor food service provider to purchase, all usable supplies and food products at the food service provider's invoice cost.

3. **KITCHEN FACILITIES AND EQUIPMENT.**

a. The Contractor has inspected the kitchen and current equipment. The County shall retain title to current county owned equipment. The equipment will remain at the kitchen to be used by Contractor.

b. The Contractor shall provide and maintain the following at its own expense:

1. Any additional cooking pots and pans Contractor deems necessary.
2. Cooking, serving and eating utensils
3. Glassware and other beverage containers
4. Equipment necessary to prepare food
5. Equipment necessary to make food & beverages available for consumption within the detention center.
6. Any additional equipment that is reasonably necessary to perform the food services at the Facility

c. The Contractor shall retain title to all such equipment including, but not limited to, pots, pans, cooking serving and eating utensils, chinaware, glassware, cell delivery equipment, trays and air void tables that is purchased by Contractor.

d. At the expiration or termination of the contract, the contractor shall return to the County

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

the food service premises and all equipment furnished by Lumpkin County in the condition in which it was received by the Contractor, excepting ordinary wear and tear.

e. The County will provide adequate heat, lights, ventilation, and all other necessary utilities and business telephone service. The telephone shall be used only for local service and business-related calls. If the Contractor desires local service for personal use, internet, and other non-business-related calls or long-distance calls, whether business or personal, then a separate telephone not connected to the county system shall be installed at the Contractor's expense.

f. The Contractor will service, repair and maintain all kitchen equipment.

g. In the event kitchen equipment becomes lost or damaged by fire, flood, or unavoidable occurrence, or stolen by persons other than employees of the Contractor, without negligence on the part of the Contractor or its employees, and providing that all such damages and losses are reported to the LCSO designee for all items covered by this paragraph, the County will pay for needed repairs or replacements.

h. The County shall provide general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day-to-day cleaning operations in the kitchen and food storage areas, which shall be provided by the Contractor. The County's maintenance does not include repair of kitchen equipment.

4. **ROUTINE MAINTENANCE & CLEANING OF KITCHEN.**

a. The Contractor shall be responsible for routine cleaning and housekeeping of food service preparation, service, and storage areas.

b. The Contractor must maintain standards of sanitation required by state or local regulations.

c. The Contractor shall provide all cleaning supplies for the kitchen areas and equipment.

d. Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the Contractor. Such inspections shall not interfere with the food service operation.

e. Inspections of kitchen facilities by County/State health agencies must achieve a score of 90 or above. If such ratings fall below 90, the Contractor must notify the County of areas to be improved and Contractor must remedy the deficiency within fifteen (15) days of receipt of such scores.

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

f. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those authorized by LCSO.

g. The County shall provide extermination services and removal of trash and garbage from loading dock areas.

5. **FEES & LICENSES**.

a. The Contractor shall obtain and pay for all federal, state, and local licenses, permits, and fees required for the operation of the food services provided.

b. During the period of the contract, if it is deemed by taxing authorities that all, or a portion, of the services provided are to be subject to a sales or similar tax that has not been collected by the Contractor, the County agrees to pay such tax to the appropriate authority.

6. **STAFFING.**

a. The Contractor shall provide an organizational chart and job descriptions for all professional and inmate staff included in Contractor's proposal.

b. **Inmate Labor:**

1. Inmates will be provided, as required of the Contractor, by the Lumpkin County Sheriff's Office. The inmates shall be selected using the classification process of the Lumpkin County detention center and the Detention Center Administrator. The Contractor agrees that kitchen would remain operational in the event of a mass lock-down of inmates, for a given period of time.

2. Inmates shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen.

3. Inmates are not permitted to supervise other inmates.

4. The Contractor agrees to train and supervise inmates only with respect to the food service tasks.

5. Contractor training and supervision of inmates shall be subject to the overall control of the County.

c. **Professional Staff:**

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

1. The County requires that the Contractor maintain a trained, professional, and competent staff for the kitchen facility.

2. All employees of the Contractor working in the kitchen must be screened and approved by the Lumpkin County Sheriff's Office. Contractor's employees must submit to criminal backgrounds checks and drug screening conducted by the LCSO.

3. The Contractor's employees must comply with the County's written policy and procedures relating to facility security.

4. Contractor agrees that its employees assigned to duty at the detention center shall submit to periodic health examinations, at least as frequently and as stringently as required by law. Satisfactory evidence of compliance shall be provided to the County upon request.

d. **Training.** The Contractor shall provide training in food service delivery and management to both LCSO staff and inmates assigned to the kitchen.

7. GRATUITIES.

Lumpkin County acknowledges that, particularly during the holiday season, it may be customary to provide gifts to employees or departments. However, the Lumpkin County Personnel Policy prevents the acceptance of such gifts. Your cooperation in respecting the policy is appreciated.

8. CONTRABAND.

Employees of the successful Proposer shall not enter County Buildings with goods or products that shall be considered contraband, i.e. drugs, drug paraphernalia, tobacco products smokeless or otherwise, etc.

9. QUARTERLY REVIEW MEETINGS.

a. Within 30 days of the execution of this contract, the County and the Contractor shall set dates for the duration of this contract to conduct quarterly review meetings between the Sheriff's Office and the Contractor for the evaluation of the service provided hereunder.

b. Within 30 days of the execution of this contract, the Sheriff's Office and the Contractor shall formulate a monthly report form, which shall establish the basis for the quarterly review meetings.

10. MEAL COUNTS AND PAYMENT.

a. Contractor shall submit to the County on the first day of each week, for the preceding

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

week, an invoice for meals ordered or the meals served, whichever is greater. The price per meal is set forth on the Cost Summary attached hereto as Exhibit 'A', which is incorporated herein by reference and a made a part hereof.

b. The Contractor shall keep full and accurate records of sales and meal count records in connection with the food services for a period of two (2) years. A copy of such record shall be supplied to the LCSO designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County or its agents at any reasonable time during regular working hours at the location(s) within the state of Georgia where the records are normally kept.

c. Contractor shall invoice County on the first day of every week, for the preceding week. County shall remit payment within fifteen (15) days after receipt of the invoice.

11. TERM OF CONTRACT.

The initial term of this contract shall be January 1, 2023, to December 31, 2023, and may be renewed for up to three (3) annual renewals.

12. INSURANCE AND LIABILTY.

a. The Contractor shall be responsible for his/her work and every part thereof and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with the work performed under this contract. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work performed under this contract and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work. The Contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than $1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

2. Maintain Comprehensive General Liability Insurance in an amount of not less than $1,000,000.00 per occurrence to protect the Contractor, it's sub- contractors, and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement.

3. Maintain Automobile Liability Insurance in an amount of not less than $500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

b. The Contractor shall notify the County in writing sixty (60) days prior to change in insurance or cancellation date. The failure of the Contractor to deliver a new certificate shall result in suspension of all payments until the new certificate is furnished.

c. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the County shall have the absolute right to terminate the contract without any further obligation to the Contractor.

d. The Contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.

e. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

13. INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the County, the Lumpkin County Sheriff, and the County's officers, employees, and agents (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including attorney fees, court costs and arbitration costs, related to or arising from:

(i) Any breach of the Contract;
(ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
(iii) Any failure of goods or services to comply with applicable requirements the Contract;
(iv) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor; or

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

(v) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States.

14. INDEPENDENT CONTRACTOR STATUS.

The parties do hereby acknowledge that Contractor is retained to provide the services set forth in this contract as an independent contractor, and in no way shall the employees, agents or officers of Contractor be considered employees of County.

15. INCORPORATION OF PROPOSAL.

In addition to the rights, duties and responsibilities set forth in this Contract, Contractor shall perform its duties in accordance with the Proposal for County by Contractor and County's Request for Proposals. Wherever any of the terms and conditions set forth in Contractor's Proposal, County's Request for Proposals, or this contract conflict or are inconsistent, the parties agree that the conflict or inconsistency shall be resolved by applying the following order of document precedence:

1. This Contract.
2. County's Request for Proposals.
3. Contractor's Proposal.

16. CANCELLATION.

a. Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law or fails to keep in force any required insurance policies or bonds.

b. Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County.

c. Notwithstanding anything to the contrary contained in this contract, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

d. If the termination clause is used by the County, the Contractor will be paid by the County for all work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

e. The contract shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligation under the contract.

17. SEVERABILITY.

It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is held illegal or in conflict with any law of the State of Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part term or provisions held to be invalid.

18. ASSIGNMENT OF CONTRACTUAL RIGHTS.

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this proposal or his right, title, or interest in or to the same, or any part thereof without written consent of the County.

19. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties do hereby contract and agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the appropriate court of the State of Georgia, County of Lumpkin. The parties do hereby agree to submit themselves to the jurisdiction of such court and do hereby agree to waive any defenses they may have to lack of jurisdiction over the person or subject matter. The parties do hereby further consent and stipulate that venue shall be proper in Lumpkin County, Georgia, in any such actions.

20. NOTICES.

Any notices to be given under this Agreement by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties as follows:

To County:

Alan Ours, County Manager
99 Courthouse Hill, Suite H
Dahlonega, Georgia 30533

With a Copy to:

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

Sheriff Stacy Jarrard
Lumpkin County Detention Center
385 East Main Street
Dahlonega, Georgia 30533

To the Contractor:

Agape Food Service & Catering, Inc.
Attn: Bryan Sutton, CEO
PO Box 1655
Cleveland, GA 30528

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives, effective as of the 1st day of January, 2023.

Contractor:

Agape Food Service & Catering, Inc.
By:

_____
Name: **Bryan Sutton**
Title: **CEO**

Lumpkin County:

By:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Concurrence of Lumpkin County Sheriff:

_____
Stacy Jarrard, Sheriff

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

EXHIBIT 'A'

Cost Summary

Inmate Count	Price Per Meal
0 - 80	$2.6796
81-100	$2.4736
101- 110	$1.5724
111- 120	$1.5596
121- 130	$1.5071
131-140	$1.4583
141-150	$1.4131
151-160	$1.3736
161-170	$1.3399
171- 200	$1.3083
181-190	$1.1466
191- 200	$1.1228

Attachment: Agape Cost Proposal Exhibit A (2022-094 : Inmate Food Services Contract – Agape Food Service)

Lumpkin County, Georgia

County Clerk Department

Date:	December 20, 2022
Agenda Item:	Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart
Item Description:	Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart. This is for the issuance of an alcoholic beverage license for Beer/Wine Package sales located at 1367 Dawsonville Hwy, Dahlonega, GA 30533.
Facts & Historical Information:	Bhavesh N. Shah is applying for Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart to obtain a Beer/Wine Package sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	**Approve the alcoholic beverage license.**

Lumpkin County, Georgia

Public Works Department

Date: December 20, 2022

Agenda Item: Mount Olive Church Road Culvert Replacement Request

Item Description: Mount Olive Church Road Culvert Replacement Request. Request to go forward with necessary steps to put this project out for bid. It will consist of some surveying and design work for plans to add to the bid package. The estimated cost of construction is $380,000.00 which includes cost for the surveying and design. I am submitting a request to DOT for assistance on this but do not know at this time how much that will be.

Facts & Historical Information: Over time this bridge has been settling on the northwest corner of the roadway. After inspection of the substructure of the bridge it was determined to be severely cracked and leaning toward the creek. Upon this determination we began to get it repaired but it was determined that it would be cheaper to replace than to repair.

Potential Courses Of Action:

A) Bid the project out and award to the lowest and best bidder.

B) Watch it and see what it does and make a decision later.

Budget Impact: There is money in TSPLOST to cover the cost of replacing this bridge with a Triple 7'x6' Box Culvert. Also, I feel confident that we will get some participation from DOT.

Staff Recommendation: **Course of Action A**

Attachments:
mountolivechurchroad
IMG_0674
IMG_0675

Mount Olive Church Road

0 900 1,800 3,600 Feet

1 inch = 1,250 feet

N

Attachment: mountolivechurchroad (3579 : Mount Olive Church Road Culvert Replacement Request)

Attachment: IMG_0674 (3579 : Mount Olive Church Road Culvert Replacement Request)

Attachment: IMG_0675 (3579 : Mount Olive Church Road Culvert Replacement Request)

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 20, 2022

Agenda Item: Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park

Item Description: Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park

Attachments:
Agenda Request Form_Lumpkin mtg of 12-6-22
Lumpkin County Presentation 12-2022 MCD

LUMPKIN COUNTY BOARD OF COMMISSIONERS

Tucker Greene
District 1

Chris Dockery
Chairman

Rhett Stringer
District 3

Dr. Bobby Mayfield
District 2

Jeff Moran
District 4

AGENDA ITEM REQUEST

Submission of an Agenda Item Request does not guarantee inclusion of the item on the Agenda.

Date: 11/14/2022

Name: Michael Christopher Dean

Address: 200 Pruitt Drive, Alpharetta, GA 30004

Phone: 404 771-6507

Email: csahorsesoldier@gmail.com

Topic/Subject to Present:

Capt. Jessie McDonald House - Proposal to relocate the McDonald house from Yahoola Creek Park to land in Lumpkin County owned by the Georgia Division of the Sons of Confederate Veterans (SCV). Ownership of the house would pass to the SCV.

Requests to have items placed on the Agenda of the Lumpkin County Board of Commissioners Meeting must be submitted to the County Clerk 10 working days prior to the first scheduled Work Session of the month.

If you have handouts, documents, etc., please provide a complete set and a list of items submitted with this request. **If you hand out copies at the meeting** you must provide **10 COPIES** to ensure distribution to each of the Commissioners, County Attorney, County Manager, County Clerk, Deputy County Clerk, and Newspaper Representative.

Agenda items are discussed at the Board of Commissioners Work Session I held the first **Tuesday** of each month.

Contact the County Clerk at 706-864-3742 if you have any questions.

Attachment: Agenda Request Form_Lumpkin mtg of 12-6-22 (3560 : Capt. Jessie McDonald House - Proposal to Relocate the McDonald House

Proposal for Relocation of the Captain Jesse McDonald House

6 December 2022

Summary:
The Georgia Division of the Sons of Confederate Veterans (SCV) will move the McDonald house from Yahoola Creek Park to land owned by the SCV in Lumpkin County. The SCV will then assume ownership of the house. Subsequent to an appropriate restoration, the house and other site improvements will be open by appointment to members of the SCV and their guests.

Who are the Sons of Confederate Veterans?
Following the War Between the States, the surviving Southern soldiers came together to form a veterans organization known as the United Confederate Veterans (UCV).

The Sons of Confederate Veterans (SCV) is the continuation of this fraternal organization, founded as the original veterans began to age.

Organized at Richmond, Virginia in 1896, the SCV continues to serve today as a historical, patriotic, and non-political organization dedicated to ensuring that a true history of the South is preserved.

Membership in the Sons of Confederate Veterans is open to all male descendants of any veteran who served honorably in the Confederate armed forces.

Currently there are approximately 32,000 active SCV members in the United States, and internationally. The Georgia Division of the Sons of Confederate Veterans is headquartered in Macon, and is the largest single Division in the SCV.

Proposal Detail
Captain Jesse McDonald was the last commanding officer of the Blue Ridge Rifles (Company E, Phillip's Legion Infantry). He built his home on his return from the War Between the States, completing it in the mid 1870s on his farm; land which is today Yahoola Creek Park.

The house will be relocated by organized disassembly into sections small enough for standard flat bed or pickup truck transportation.

Labor for disassembly/reassembly will be a combination of contracted services, and SCV volunteer personnel.

A suitable small truck crane will be required.

Coordination with Parks and Recreation Department will ensure activities occur safely, well away from park guests. Grading of the park site after the house is relocated will be the responsibility of the Parks Department.

The land owned by the SCV is along Highway 19, across from the intersection of T. S. Jarrard Road.

Attachment: Lumpkin County Presentation 12-2022 MCD (3560 : Capt. Jessie McDonald House - Proposal to Relocate the McDonald House

Relocation and subsequent restoration of the McDonald house is part of an overall development plan for this 2 ½ acre site.

Also planned are a large covered pavilion, a kitchen and grilling area, restrooms, improved driveways and controlled secure site access.

The site has been surveyed and a plot plan has been developed.

We are beginning the process of obtaining land disturbance and building permits.

Bids for clearing and grading work are being gathered.

We are confirming renewed use of existing entrance drives from Highway 19 with GDOT.

These steps, along with concrete and foundation work will need to be completed prior to relocation of the house.

We believe therefore that we will be ready for the house relocation by mid spring of 2023.

Our Contact Information:

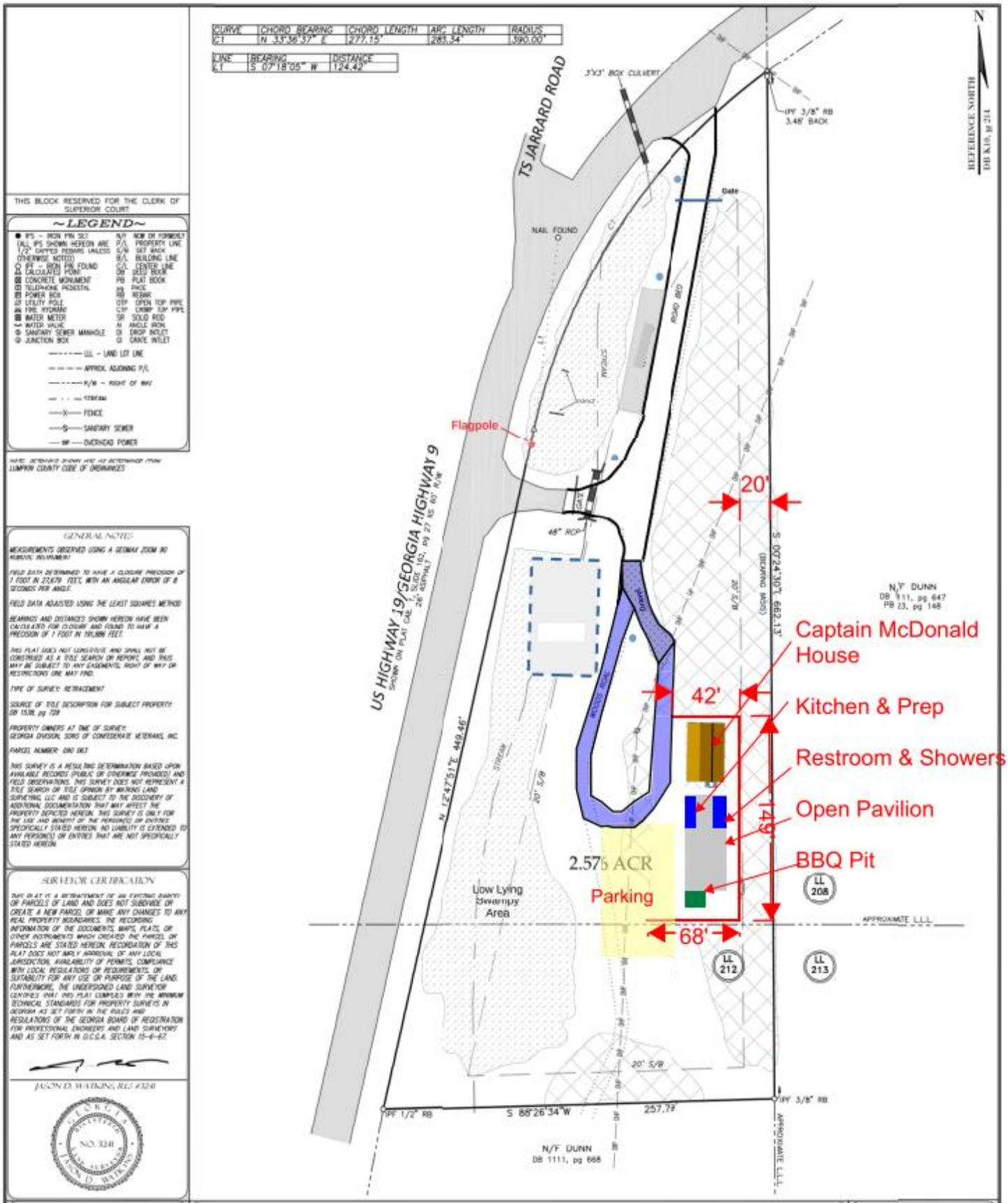
Project Coordinator & 2nd Brigade Commander
Michael Dean
200 Pruitt Drive
Alpharetta, Georgia 30004
csahorsesoldier@gmail.com
(404) 771-6507

Georgia Division Commander
Timothy F. Pilgrim
20 Old Fuller Mill Rd. NE
Marietta, Ga. 30067
timfpilgrim@yahoo.com
(404) 456-3393

Division Spokesman
Martin K. O'Toole
gascvpr@gmail.com
678-232-8638

Division Judge Advocate
Daniel Coleman
8735 Jenkins Rd.
Winston, Ga. 30187
dancofin@yahoo.com
770-265-7910

Attachment: Lumpkin County Presentation 12-2022 MCD (3560 : Capt. Jessie McDonald House - Proposal to Relocate the McDonald House



Attachment: Lumpkin County Presentation 12-2022 MCD (3560 : Capt. Jessie McDonald House - Proposal to Relocate the McDonald House