

## BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman  
Randy Ognio, Vice Chairman  
Steve Brown  
Charles W. Oddo  
Charles D. Rousseau



## FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. White, County Clerk  
Marlena Edwards, Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## AGENDA

November 9, 2017

6:30 p.m.

---

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

Call to Order

Invocation and Pledge of Allegiance by Commissioner Steve Brown

Acceptance of Agenda

### PROCLAMATION/RECOGNITION:

1. Recognition of awardees for the Fayette County Public Arts Committee "2017 Scarecrow Competition". (pages 3-9)
2. Recognition by Commissioner Steve Brown and Mr. Gordon Rogers of the Flint Riverkeeper of the staff and citizen volunteers for their participation in the Water Guardians program. (page 10)

### PUBLIC HEARING:

3. Consideration of Resolution 2017-18 for the abandonment of property located at the intersection of Sandy Creek Road and Veterans Parkway. (page 11)

### CONSENT AGENDA:

4. Approval of the Public Arts Committee's request for Final Approval for the Five Senses PopUp Event. (pages 22-28)
5. Approval of a request from the Griffin Judicial Circuit Adult Felony Drug Court to apply for a supplement grant award from the Funding Committee of the Council of Accountability Court Judges in the amount of \$123,495 with a 10% match of \$13,721. (pages 29-39)
6. Approval of a request from the Fayette DUI Court to apply for supplemental grant award for 2018 from the Criminal Justice Coordinating Council (CJCC) of up to \$167,450 and to authorize the expenditure of 10% local matching funds in the amount up to \$18,605. (pages 40-55)
7. Approval of staff's recommendation to authorize the Fayette County Solicitor's Office to accept a continuing grant award from the Criminal Justice Coordinating Council in the amount of \$68,000.00 with the continuing grant award period

beginning October 1, 2017 and expiring September 30, 2018, and authorization for the Chairman to sign all grant related documentation. (pages 56-135)

8. Approval of the proposed 2018 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County and authorization for the Chairman to sign the LMIG Application and related documents. (pages 136-143)
9. Approval of the October 26, 2017 Board of Commissioners Meeting Minutes. (pages 144-160)

**OLD BUSINESS:**

10. Consideration of staff's recommendation regarding a Non-Profit Policy. (page 161)

**NEW BUSINESS:**

11. Consideration of Piedmont Fayette Hospital's request to sign a Memorandum of Understanding between Piedmont Fayette Hospital and Fayette County to meet the eligibility requirements for support in the participation of the Federal 340B Drug Pricing Program and for the Chairman to sign all related documents. (pages 162-165)
12. Consideration of staff request to purchase firefighter Lump Sum Cancer Benefit and Long-Term Disability coverage through ACCG-IRMA at a three-year rate guarantee cost of \$26,589 per calendar year beginning January 1, 2018, payable quarterly, as required by HB 146 and to authorize the chairman to sign all associated documents. (pages 166-207)
13. Consideration of a recommendation from the Selection Committee comprised of Commissioners Charles Rousseau and Charles Oddo, to appoint Elizabeth Morgan to a term beginning immediately and expiring on June 30, 2020, to the McIntosh Trail Community Service Board. (pages 208-223)
14. Discussion and approval of the creation of a new county logo for Fayette County. (pages 224-228)
15. Consideration of the Fayetteville annexation of 21.6 acres and the rezoning of said property from R-70 (Single-Family Residential District) to B-P (Business Park); subject property fronts on Tyrone Road. (pages 229-247)
16. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Kevin Mitchell for tax years 2014, 2015 and 2016 in the total amount of \$2,677.45. (pages 248-251)

**PUBLIC COMMENT:**

**ADMINISTRATOR'S REPORTS:**

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Page 3 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Recognition of awardees for the Fayette County Public Arts Committee "2017 Scarecrow Competition".

## Background/History/Details:

The Fayette County Public Arts Committee (FCPAC) issued a press release announcing the 4th Annual Scarecrow Competition. In addition to newspaper coverage, information for the contest was shared direct with municipalities, businesses and citizens encouraging their participation. The competition allows individuals or groups to design and create a Scarecrow. The Scarecrows are constructed in the area surrounding the Heritage Park Fountain and can be enjoyed for several weeks, especially during Fayetteville's Main Street Fall Festival event. A slide show of all Scarecrows accompanies this request.

This year there were 14 Scarecrows, which were judged by Ms. Teri Williamson, an artist and arts professional. All Scarecrows were imaginative in their design, some had specific messages to convey and all were constructed exceptionally well.

1st Place - "Natural Beauty" - Fayette County UGA Extension Master Gardener Volunteers

2nd Place - "Girl Scouts Go Camping" - Girl Scout Troop 15017

3rd Place - "Can you find what starts with an "a"" - Fayette Montessori

Honorable Mention - "A Murder of Crows" - Emily Brown



## What action are you seeking from the Board of Commissioners?

Recognition of awardees for the Fayette County Public Arts Committee "2017 Scarecrow Competition".

## If this item requires funding, please describe:

First Place - \$200; Second Place - \$100 and Third Place - \$75

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



# 2017 Scarecrow Competition - Honorable Mention



“A Murder of Crows”

by Emily Brown



# 2017 Scarecrow Competition - 3rd Place

“Can you find what  
starts with an ‘a’?”

by Fayette Montessori





# 2017 Scarecrow Competition - 2nd Place

“Girl Scouts Go Camping” by Girl Scout Troop 15017





# 2017 Scarecrow Competition - 1st Place



“Natural Beauty”

by Fayette County  
Master Gardener  
Extension Volunteers



**2017 Scarecrow Competition****Fayette County Public Arts Committee**

	<b>Scarecrow Name</b>	<b>Creator / Contact</b>	<b>Organization / Business</b>
1	On the Job Training	Richelle Mathis	Edward Jones
2	This is How We Roll	Nikki Sheets	PTC CVB
3	Harry Potter	Melissa Lohr	
4	Girl Scouts Go Camping	Mary Kiwanuka	Girl Scout Troop 15017
5	Blocking Dead	Anita Godbee	Fayette Co Parks & Rec
6	Natural Beauty	Kim Toal	Fayette Co. Master Gardener Extension Volunteers
7	Flying Into Fall - TKD Style	Jennifer Parlier	Master Shim's World Class Tae Kwon Do
8	A Murder of Crows	Emily Brown	
9	Star Wars/ Darth Vader and Yoda	David Gullage	Fytvl Church of Christ
10	Can you find what starts with an "a"	Ana Dean	Fayette Montessori
11	Kaylee	Annabelle Parsons	
12	Dawnita of the Dead	Heather Cap	
13	Emoji Scarecrow	Lilah Cap	
14	Art Heals	Donna Thompson	

**FOR IMMEDIATE RELEASE:**

**Arts Committee Announces Fourth Annual Scarecrow Competition**

The Fayette County Public Arts Committee is excited to announce the 4<sup>th</sup> Annual Scarecrow Competition.

Get in touch with your creative side by designing and creating a scarecrow for the competition. Participants will construct their scarecrows at Heritage Park at the County Administration Complex, 140 Stonewall Avenue in Fayetteville. The dates for set-up are Saturday, October 7, 10:00am - 4:00pm, and Sunday, October 8, 12:00pm - 4:00pm. There is no cost to participate in this event.

School groups, scouts, church groups, clubs, families, individuals, and artists can all show your creative flair and build your scarecrow in this year's event. All scarecrows will be on display at Heritage Park through the month of October and will be part of the annual Fall Trick or Treat event. Prizes will be awarded for 1st, 2nd and 3rd Place.

Need the perfect stuffing? The County will provide shredded paper for participants to stuff their small garbage bags to use as stuffing for their scarecrows. This technique is great for withstanding the rain! Participants are asked to bring your own small garbage bags along with your scarecrow decoration supplies.

Let your imagination run wild! Each scarecrow must be attached to a five-foot metal pole in the ground that will be provided for you. Guidelines and entry form for the scarecrows can be found on the Fayette County Public Art Committee website at [http://www.fayettecountyga.gov/public\\_arts\\_committee/news.htm](http://www.fayettecountyga.gov/public_arts_committee/news.htm).

There is no entry fee, however participants must officially enter to have a reserved space. Come out to join the fun and take your selfies and fall photos with the scarecrows!

To obtain a copy of the entry form, get details or for any questions, email the Public Arts Committee at [fcpac@fayettecountyga.gov](mailto:fcpac@fayettecountyga.gov) by Thursday, October 4, 2017.

#####

# COUNTY AGENDA REQUEST

Page 10 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Recognition by Commissioner Steve Brown and Mr. Gordon Rogers of the Flint Riverkeeper of the staff and citizen volunteers for their participation in the Water Guardians program.

## Background/History/Details:

Water Guardians is volunteer program where local citizens use their kayaks and canoes to remove trash from the local water reservoirs that supply drinking water and walkers clean up the parking lots, stream banks and asphalt paths at the lakes. Truckloads of debris have been removed from the reservoirs from March to September. Not only do the volunteers keep our drinking water clean, but they also set an excellent example for the local citizens who are boating and fishing on our lakes.

A program like Water Guardians could not exist without the tireless efforts of a small group of people who administrate the monthly events. They literally make the program so easy for the citizen volunteers that all kayakers and canoers need do is to show-up.

Our lakes are at the headwaters of the Flint River Basin. Most of our volunteers do not recognize that their efforts also aid the water utilities and Georgians living downstream from Fayette County. Our Water Guardians volunteers are part of a regional effort to keep the drinking water clean and safe for the entire Flint River Basin.

Those being recognized: Fayette County Water System-Lee Pope and Carrie Gibby; Citizen Volunteer-Leah Williamson; CH2M Hill-Michael Diaz; Fayette County Clerk's Office-Tameca White and Marlena Edwards

## What action are you seeking from the Board of Commissioners?

Recognition by Commissioner Steve Brown and Mr. Gordon Rogers of the Flint Riverkeeper of the staff and citizen volunteers for their participation in the Water Guardians program.

## If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



# COUNTY AGENDA REQUEST

Page 11 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of Resolution 2017-18 for the abandonment of property located at the intersection of Sandy Creek Road and Veterans Parkway.

## Background/History/Details:

This request is for the abandoning of a small, unutilized section of the road bed of Sandy Creek. When the intersection at Veteran's Parkway was constructed, a small portion of roadbed and abutting right of way was no longer necessary for the traffic pattern. This area now lies fully within the City of Fayetteville, following annexation.

The Board is considering the abandonment of the area from the county road system. Thereafter, the area will become part of the street system of the City of Fayetteville or otherwise disposed of in accordance with law.

## What action are you seeking from the Board of Commissioners?

Approval of Resolution 2017-18 for the abandonment of property located at the intersection of Sandy Creek Road and Veterans Parkway.

## If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

Rochester is finalizing the engineering plans for the North Roundabout and will be submitting to pull permits from Fayetteville for this project within the next 30 days. Any future bridge abutments required under the existing Annexation MOU would be facilitated by the City of Fayetteville since the bridge would be within their respective City limits.

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**RESOLUTION**

**NO. 2017 - \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY TO DECLARE THAT IT IS IN THE BEST INTEREST OF THE PUBLIC TO REMOVE A SECTION OF COUNTY ROAD FROM THE COUNTY ROAD SYSTEM.**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF FAYETTE THAT A PORTION OF ROADBED FORMERLY KNOWN AS SANDY CREEK ROAD AND THE ADJACENT RIGHT OF WAY (BOTH LOCATED AT THE INTERSECTION OF WHAT IS NOW SANDY CREEK ROAD AND VETERANS PARKWAY) BE ABANDONED, AS FOLLOWS:**

**WHEREAS**, a certain section of roadbed, at one time known as Sandy Creek Road, and right of way abutting said roadbed, as described in Exhibit "A" attached hereto and incorporated herein, are part of the County road system for Fayette; and

**WHEREAS**, the intersection of Sandy Creek Road and Tillman Road was reconfigured; and

**WHEREAS**, at the time of reconfiguring, Tillman Road was widened and is now a portion of Veterans Parkway; and

**WHEREAS**, Sandy Creek Road has been rerouted to intersect Veterans Parkway at a right angle; and

**WHEREAS**, the rerouting of Sandy Creek Road resulted in the acquisition of new property for the road and departure from what was once the roadbed of Sandy Creek Road; and

**WHEREAS**, this area of Sandy Creek Road, and abutting right of way (labeled parcel 12A in Exhibit A attached hereto) now lie unused but remain in the road system and ownership of Fayette County; and

**WHEREAS**, the entire area surrounding this roadbed and right of way has been annexed into the City of Fayetteville; and

**WHEREAS**, the removal of this section of Sandy Creek Road and abutting right of way from the County road system is in the best public interest; and

**WHEREAS**, in accordance with O.C.G.A. § 32-7-2 (b), a sketch of the section of Sandy Creek Road and abutting right of way to be abandoned is attached hereto as Exhibit “A,”; and

**WHEREAS**, Fayette County has notified the property owners adjoining the section of Sandy Creek Road and the abutting right of way being abandoned in accordance with O.C.G.A. § 32-7-2 (b); and

**WHEREAS**, notice of a public hearing before this body regarding the determination that the abandonment of this portion of Sandy Creek Road and abutting right of way is in the best interest of the public, has been published in the newspaper in which the Sheriff’s advertisements for the county of Fayette are published, once a week for two weeks in accordance with O.C.G.A. § 32-7-2(b); and

**WHEREAS**, the County has given notice to the City of Fayetteville, wherein the entirety of this portion of Sandy Creek roadbed and abutting right of way lie, in accordance with O.C.G.A. § 37-7-2(b); and

**WHEREAS**, in accordance with O.C.G.A. § 37-7-2-(b)(3) the City of Fayetteville has indicated a willingness and desire to take over the Sandy Creek Road Bed and right of way that is proposed for abandonment.



**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners for the County of Fayette and the same does hereby declare that the section of the County road system, at one time known as Sandy Creek Road and the abutting right of way as described in Exhibit “A” be, and the same are hereby, abandoned; and

**BE IT FURTHER RESOLVED** that the abandonment by the County be recorded and certified in the minutes of this body; and henceforth the described portion of the abandoned roadbed of Sandy Creek Road and the abutting right of way shall no longer be part of the County road system; and that the rights of the public, to the extent any such rights existed to that abandoned section of Sandy Creek Road and the abutting right of way described in Exhibit “A”, shall cease; and

**BE IT FURTHER RESOLVED** that the certification on the minutes reflect that the City of Fayetteville has expressed its willingness and desire to maintain the abandoned roadbed of Sandy Creek Road and the abutting right of way as part of that municipal street system; and

**BE IT FURTHER RESOLVED** that the chairman of this body be authorized to execute a quit claim deed conveying said roadbed and right of way to the City of Fayetteville.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COMMISSIONERS  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

ATTEST:

\_\_\_\_\_

Tameca P. White, County Clerk

Approved as to form:

---

County Attorney

# EXHIBIT "A"

**CURVE #3**  
 $\Delta = -6-18-12$   
 $R = 6594.37'$   
 $L = 945.50'$   
 $T = 473.23'$   
 $PI = 1262222.8041$   
 $E = 2192180.4382$   
 $S.E. = 2.0\%$

**CURVE #4**  
 $\Delta = 1129.33''$   
 $R = 10324.27'$   
 $L = 2070.89'$   
 $T = 317.34'$   
 $PI = 1038.93'$   
 $PI = 1263299.3991$   
 $E = 2192089.2767$   
 $S.E. = N.C.$

**CURVE #15**  
 $\Delta = 40712.50''$   
 $R = 452.13'$   
 $L = 317.34'$   
 $T = 165.52'$   
 $PI = 1263299.3991$   
 $E = 2191840.3787$   
 $S.E. = 2.0\%$

N/F  
 ARC ENTERPRISES L.L.L.P.  
 DB: 1307 / 223  
 Tax Parcel# 0705-07-01  
 Zoned A-R

N/F  
 JOHN F. AUSTIN  
 DB: 109 / 244  
 Tax Parcel# 0535-001-01  
 Zoned R-70

N/F  
 ARC ENTERPRISES L.L.L.P.  
 DB: 1307 / 223  
 Tax Parcel# 0528-01-01  
 Zoned R-70

N/F  
 THOMAS G. LAMB  
 DB: 2513 / 678  
 Tax Parcel# 0535-009-01  
 Zoned R-70

N/F  
 JOHN F. AUSTIN  
 DB: 109 / 244  
 Tax Parcel# 0535-001-01  
 Zoned R-70

Mallett Consulting, Inc.  
 101 DEWITT BL. SUITE 804 FAYETTEVILLE, GEORGIA 30214  
 TEL: 770-782-3377 FAX: 770-782-3377

WEST FAYETTEVILLE BYPASS - PHASE II  
 FOR  
 FAYETTE COUNTY PUBLIC WORKS

- COUNTY-MANTAINED RIGHT OF WAY
- FEET-SIMPLE RIGHT OF WAY
- PERMANENT SLOPE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY DRIVEWAY EASEMENT



RIGHT OF WAY PLAN

NO.	DATE	DESCRIPTION	BY	APP'D	COUNTY	STATE	APPROVED (IMP)	SHEET NO.	TOTAL SHEETS
1	10/28/11	PROPOSED BRIDGE, OVERPASS & CONC. DRIVE	JH					16	16
					DISTRICT	SUB-DISTRICT			
					CITY	PARCEL			
					COUNTY	FAYETTE			
					APPROVED (IMP)				



LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. McCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

October 24, 2017

Mr. Edward J. Johnson, Jr. Mayor  
City of Fayetteville  
Fayetteville City Hall  
240 South Glynn St.  
Fayetteville, GA 30214

Re: Abandonment of Roadbed and Right of Way at the Sandy Creek and Veterans  
Parkway Intersection

Dear Mr. Johnson:

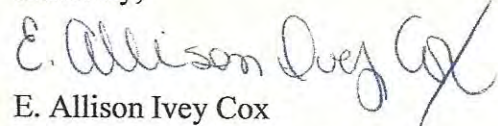
The intention of this letter is to serve as notification that Fayette County intends to declare that the best public interest of the public will be served through removal of a portion of an unused roadbed and right of way adjacent thereto, from the county road system. The parcels at issue are located at the Sandy Creek Road and Veteran's Parkway intersection. A plat of this area is enclosed herewith.

Following the City's annexation of the Pinewood area, the subject portion of roadbed and right of way became fully contained within the city limit of Fayetteville. They now lie at the intersection of two city streets. This notice is given to the City of Fayetteville to allow the city to accept these parcels into the city municipal street system.

If the City would like to accept the area proposed for abandonment into the municipal street system, please respond in the affirmative at your earliest convenience. At that point, a quitclaim deed will be executed by the County in favor of the city of Fayetteville to convey the roadbed and right of way.

Please feel free to contact me with any questions or concerns you may have.

Sincerely,



E. Allison Ivey Cox  
Assistant County Attorney  
Fayette County

EAIC

Enclosures

Cc: Ray Gibson, Fayetteville City Manager  
Ann Barksdale, Fayetteville City Clerk  
Eric Maxwell, Chairman Fayette County Board of Commissioners



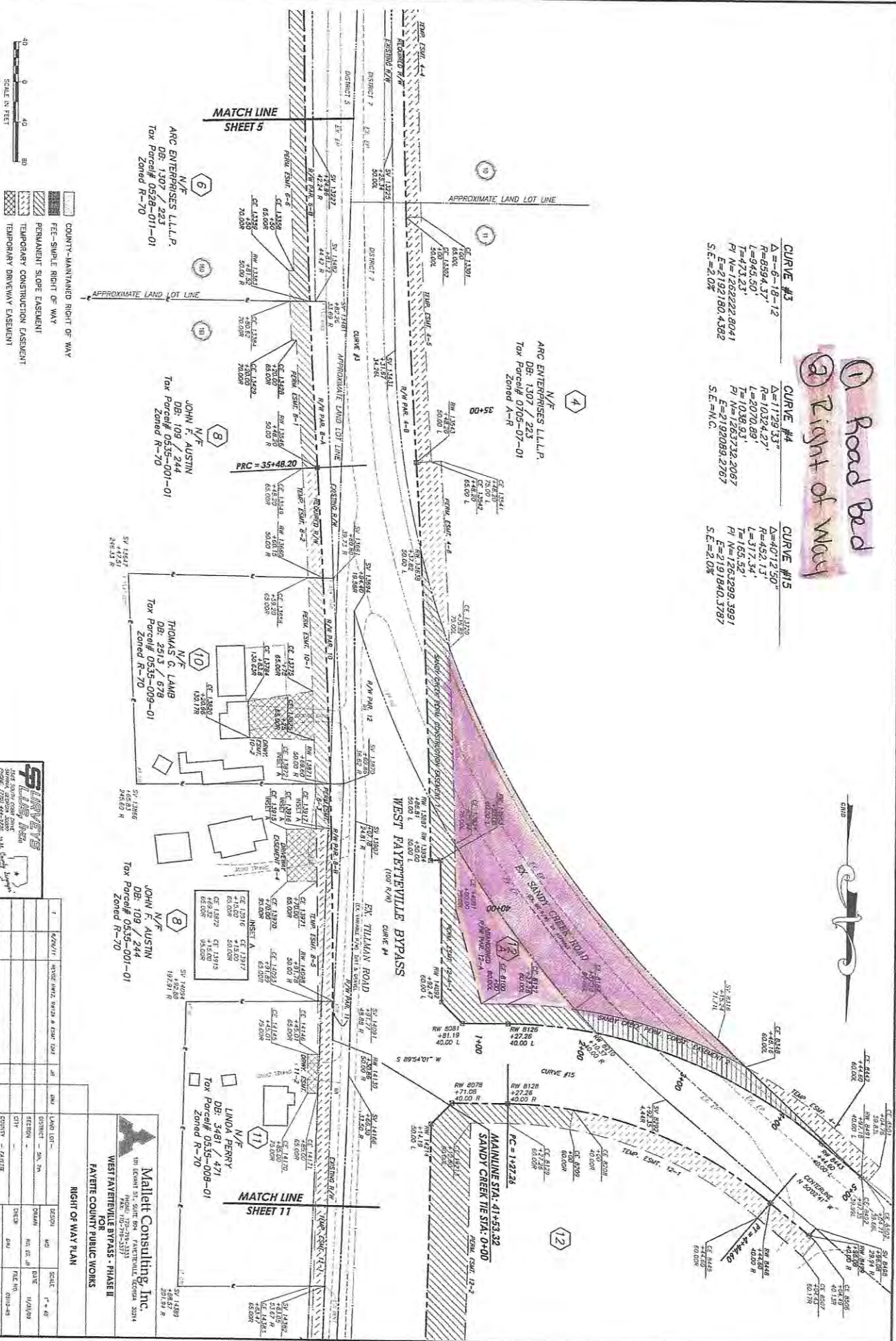
# Proposed Abandonment

## 1 Road Bed 2 Right of Way

**CURVE #3**  
 $\Delta = 6-18-12$   
 $R = 8594.37'$   
 $L = 945.50'$   
 $T = 473.23'$   
 $PI = 1262222.8041$   
 $E = 2192180.4392$   
 $SE = 2.0\%$

**CURVE #4**  
 $\Delta = 11-29-33$   
 $R = 10324.27'$   
 $L = 2070.89'$   
 $T = 1038.93'$   
 $PI = 1263732.2067$   
 $E = 2192089.2767$   
 $SE = N.C.$

**CURVE #5**  
 $\Delta = 40-12-50$   
 $R = 452.13'$   
 $L = 317.34'$   
 $T = 165.52'$   
 $PI = 1263299.3991$   
 $E = 2191840.3787$   
 $SE = 2.0\%$



1	DATE	DESCRIPTION	BY	APP'D	STATE	REVISION
1	6/29/11	DESIGN: WEST, R1212 & ROAD 1204	AM			
2		DESIGN: SAN. TN	AM			
3		CITY	AM			
4		COUNTY - FAYETTE	AM			
5		APPROVED (M)	AM			
6		SHEET NO. 18-48	AM			

**RIGHT OF WAY PLAN**

**Mallett Consulting, Inc.**  
 101 South 21st Street, Suite 604  
 Fayetteville, Georgia 30244  
 Phone: 770-776-3333  
 Fax: 770-776-3334

**FOR**  
**WEST FAYETTEVILLE BYPASS - PHASE II**  
**FAYETTE COUNTY PUBLIC WORKS**



LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. McCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

November 1, 2017

Ms. Joan Young, Interim President  
Fayette County Development Authority  
200 Courthouse Square  
Fayetteville, GA 30214

Re: Abandonment of Roadbed and Right of Way at the Sandy Creek and Veterans  
Parkway Intersection

Dear Ms. Young:

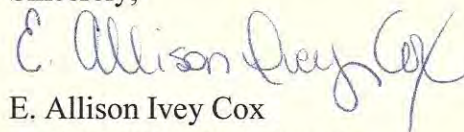
The intention of this letter is to serve as notification that Fayette County intends to abandon a portion of an unused roadbed and right of way adjacent thereto. Thereafter it will no longer be a part of the county road system. The parcels at issue are located at the Sandy Creek Road and Veteran's Parkway intersection. They have remained unused for transportation purposes since re-routing the intersection of Sandy Creek and Tillman Road, (Tillman Road is now known as Veteran's Parkway). A plat of this area is enclosed herewith.

Following the City of Fayetteville's annexation of the Pinewood area, the subject portion of roadbed and right of way became fully contained within the city limit of Fayetteville. The area now lies at the intersection of two city streets. Notice has been given to the City of Fayetteville to allow the city to accept these parcels into the city municipal street system.

If the City does not care to incorporate the area into the municipal street system, the property will be otherwise disposed of in accordance with law. The Fayette County Development Authority is the owner of record. As such you will be notified should the City not to accept the parcels.

Please feel free to contact me with any questions or concerns you may have.

Sincerely,



E. Allison Ivey Cox  
Assistant County Attorney  
Fayette County

EAIC

Enclosures

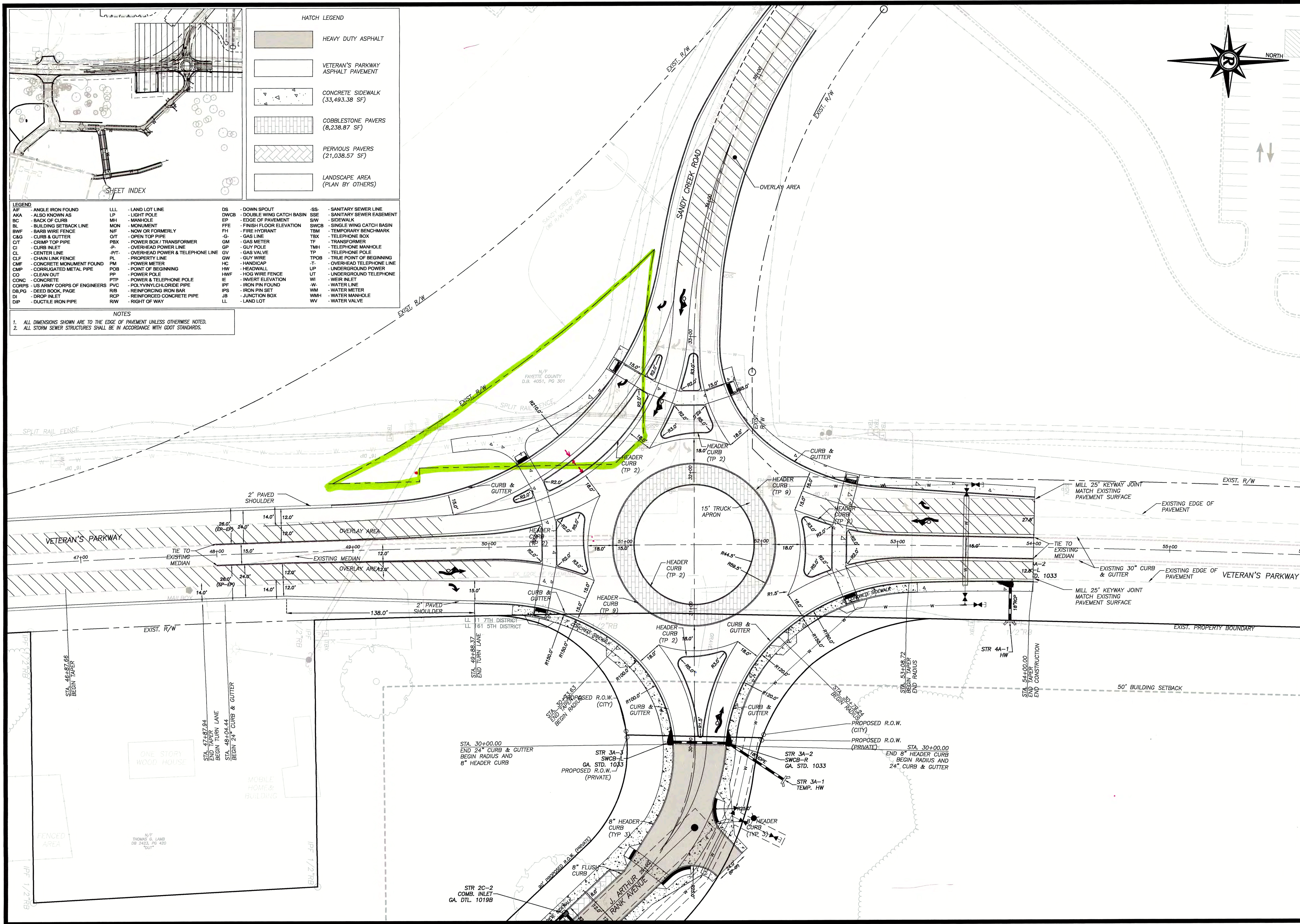
Cc: CT Corporation Systems,  
Registered agent for Pinewood Atlanta, LLC.

## PUBLIC NOTICE

### Intent to Abandon A Section of County Road System

Pursuant to O.C.G.A. § 32-7-2(b), notice is hereby given that a hearing will be held on November 9, 2017 before the Board of Commissioners of Fayette County at 6:30 p.m. at 140 Stonewall Avenue West, Fayetteville, Georgia 30214, Suite 100. At that time, it is the intent of the Board of Commissioners to declare that an unused portion of road bed and abutting right of way and be removed from the county road system. Said area being a former portion of Sandy Creek Road and located at the intersection of Veterans Parkway in Land Lot 11 of the 7<sup>th</sup> Land District.





**Rochester & Associates, Inc.**  
286 Highway 314, Suite A • Fayetteville, Georgia 30214  
(770) 718-0500 (770) 718-9090 Fax • www.rochester-assoc.com

FOR:  
**PINEWOOD FORREST**  
**PHASE 2 - RANK AVENUE**  
LAND LOTS 160 & 161, 5TH DISTRICT  
CITY OF FAYETTEVILLE  
FAYETTE COUNTY, GEORGIA

NO.	DATE	DESCRIPTION

ANY CHANGES OR ALTERATIONS MADE TO THIS DRAWING SHALL BE THE RESPONSIBILITY OF THE ENGINEER. THE WRITTEN APPROVAL OF ROCHESTER & ASSOCIATES, INC. Voids the seal shown on this drawing. ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE  
1" = 30'  
0' 30' 60'

FOR REVIEW ONLY  
7-14-2017

SHEET  
**8**  
OF  
**43**

DATE: 7-14-2017  
SCALE: 1"=30'  
JOB NO. F213004-PF2  
DRAWN BY: BLP



# COUNTY AGENDA REQUEST

Page 22 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of the Public Arts Committee's request for Final Approval for the Five Senses PopUp Event.

## Background/History/Details:

The Arts Committee received a Concept Approval for PopUps on December 8, 2016. The initial idea for PopUps requires no budget, but would allow the Committee to partner with other community events/activities as they arise with an art exhibit and/or performance. However, in discussions an idea surfaced for a unique PopUp featuring the Five Senses - taste, sight, touch, smell and hearing.

Additional information is provided in the backup.

The Artist Application has already been approved, but is included for information.

## What action are you seeking from the Board of Commissioners?

Approval for the Public Arts Committee's recommended Five Senses PopUp event.

## If this item requires funding, please describe:

Funding is \$3,690 as detailed in attachment 1. Estimated budget allows for up to four artists for each of the five events, however, some events may have less than four.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



## FAYETTE COUNTY PUBLIC ARTS COMMITTEE - PROJECT REQUEST FORM

Project Code:  PAC Approval 8/2/17 and 10/16/17

Project Name:

Five Senses PopUp Event

Estimated Total Cost: \$3,690 Estimated Useful Life: time of event

### Project Description:

The Arts Committee received a Concept Approval for PopUps on December 8, 2016. The initial idea for PopUps requires no budget, but would allow the Committee to partner with other community events/activities as they arise with an art exhibit and/or performance. However, in discussions an idea surfaced for a unique PopUp featuring the Five Senses - taste, sight, touch, smell and hearing.

The Five Senses PopUp would create a series of five events held over a period of time, across the County, with each event featuring one of the five senses. Each event will host one to four artists. For example, the sense of taste could be a cooking event with chefs or bakers; sight could be visual art or dance; touch could be a potter throwing clay; smell could be a floral artist featuring fragrant blooms; and hearing could be a musical performance. The artists for the Five Senses PopUps would be paid a small honorarium.

There would be a public call to artists that would provide the Committee a resource to access for these events without having to do individual calls. This call to artists could also be used to source artists for the original PopUp concept. This call to artists will also help build the Resource List Database we are initiating.

There are numerous benefits to the community with access and exposure to public art and art events.

Department: Public Arts Committee

Department Contact(s): Donna Thompson - Chair  
Heidi Danis and Roger Sibaja - project leaders

Start Date (estimate): whenever scheduled Completion Date (estimate): ongoing

### Additional comments:

Budget listed below for "artist" allows up to 4 artist slots at each event.  
4 artists x \$150 = \$600 x 5 events = \$3,000

### Anticipated Costs - Direct & Indirect

Materials	\$ Amount
Artist - \$150 per artist for up to 4 per event for 5 events	\$3,000
Signage - reusable	400
Advertising / printing	150
Contingency	100
Tarps	40
<b>Total project cost</b>	<b>\$3,690</b>

Expenses	
Labor	Hours
<b>Total Labor Hours</b>	<b>0.0</b>

Equipment	Hours
<b>Total Equipment Hours</b>	<b>0.0</b>

## **Fayette County PopUp Art Events**

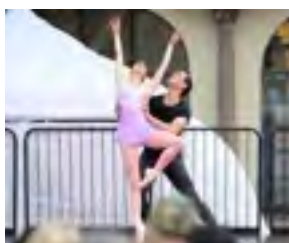
PopUp Art Events are an easy, low-cost way to bring art to the community in unique, high-traffic areas for an afternoon or weekend. These events are a temporary feature for citizens and visitors to enjoy. They may consist of any type of visual or performing arts. PopUp Art Events allow artists to submit examples of their work for consideration. The events also allow artist groups as well as students to display their work or performance. Our goal is to highlight artisans, while enriching the lives of our citizens. Through our efforts, we seek to champion creativity. Each event may include live demonstrations/performances, such as pottery, painting, visual arts, vocal performances, dance groups, story tellers, musicians, culinary arts and more. We want to create an opportunity for a variety of artists and mediums to be featured in Fayette County.

Our initial proposal is for five themed PopUp Art Events. Each event will be coordinated with a theme of one of the Five Senses: Taste, Sight, Touch, Smell and Hearing.



## **How it Works**

The Five Senses PopUp Art Events will be marketed individually, and as a group, to promote attendance through social media, flyers and signage. Each event will showcase one of the five senses. Each PopUp Art Event will include between one and four performers. Each event plan will set dates, times and spaces appropriate to the artist being showcased. All spaces will have power and restrooms available. Spaces will be determined based on the PopUp Arts Events' schedule and requirements.



## Selection Process:

We will put out a public call to artists. All applications will be considered equally. All interested artists must first submit a completed application and a video audition or photos of their work. Links to previous works, websites and/or online portfolios are welcome. The Fayette County Public Arts Committee will review these proposals. If selected, artists are then matched with a theme and performance date and time. Each date and time will showcase between 1 and 4 different artists. Each artist will receive a contract with the Public Arts Committee to perform at a certain date and time chosen by the Public Arts Committee. The artist has no input on performance location date and time. Each artist or artist group that is scheduled for a PopUp Art Event will receive a one-time fee of \$150.

## Artist Responsibilities include but are not limited to:

- Any/all permits related to selling of artwork on premises if necessary.
- Any equipment needed to perform, such as microphones and speakers.
- Arriving at their designated date, time and location ready to present/perform their PopUp Art Event.

## Fayette County Public Arts Committee Responsibilities

- Find & secure appropriate locations at no charge to the artist
- Act as point of contact for artist
- Provide a contract for each artist or group of artists with a designated theme, date, time and location
- Schedule and coordinate artist load-in
- Review all artist marketing/PR materials in a timely manner
- Provide publicity and marketing support for the event space (media alerts, Web site presence, links to artist sites, press release, signage, etc.)
- Sending out invitations to local patrons and community partners.
- Coordinating event spaces and running each event.

## Budgeted items include:

Artist Fee -	\$3,000.00
- there will be five different event dates,	
- each event date may have one to four artist(s) or one artist group who will showcase one of the five senses	
- each artist or artist group receives \$150	
- 5 dates x (up to) 4 artists per event = 20 potential artists	
- 20 artists x \$150 = \$3,000	
Reusable Signage - Small/Large sizes w/anchors-	\$400.00
Advertising flyers	\$150.00
Contingency - (in case something was overlooked)	\$100.00
Tarps	\$40.00
<b>Running total -</b>	<b>\$3,690.00</b>

The Fayette County Public Art Committee will use spaces throughout the county or create partnerships with local businesses to showcase the artists. For example, an outdoor cooking event based on the sense of taste could use Starrs Mill as a location for their PopUp Art Event.

The Committee will try to source some tents, tables and chairs.

We do not believe security will be an issue, but we will alert local law enforcement.

The event will be rescheduled should there be inclement weather.

## Press Release

### FOR IMMEDIATE RELEASE

+ + + + +

The Fayette County Public Arts Committee has announced an open Call to Artists for its PopUp Art Events. PopUps are temporary features of any type of performance or visual arts. These events will be held at various locations across the County beginning in the Spring of 2018. Artists are encouraged to submit their applications to be considered for these events.

Artists will have a new, unique opportunity to share their work in the community with the PopUp Art Events. Are you a painter, photographer, potter, singer, dancer, sculptor? Is your specialty wood turning or carving? Do you have expert culinary skills? Are you a story teller or good with the spoken word? Is there an artistic talent or skill you would like to share at an exciting PopUp event in Fayette County?

The Committee plans to kick-off the PopUp concept with a special feature focusing on the Five Senses - Taste, Touch, Smell, Sight and Hearing. The Five Senses PopUps will be held on five different dates with each event showcasing one of the five senses. The artist(s) selected for that event will share their art that is specific to one of the five senses being featured. For example, the sense of smell could feature a floral artist, scented candles and it could be held at a nature area.

In addition to the Five Senses PopUps, the Public Arts Committee will also host other PopUp Art Events throughout the year. The PopUp concept is a great opportunity for artists to share their work and expertise in the community.

To submit for consideration in the PopUps, artists will need to complete an application and provide photos of their art work or a video of their performance. The Committee will also accept links to websites or portfolio sites, if available. Artists do not have to be a resident of Fayette County to be considered for this program.

For an application or more information about the Fayette County Public Arts Committee's PopUp Art Events, email the Committee at [fcpac@fayettecountyga.gov](mailto:fcpac@fayettecountyga.gov).

+ + + + +



FAYETTE COUNTY  
PUBLIC ARTS COMMITTEE

## Five Senses PopUp Art Event - Artist Application

Are you interested in becoming more involved in the arts community in Fayette County? The Fayette County Public Arts Committee is looking for talented artists who want to share their talent with the community. Do you paint, photograph, sing, sculpt, dance, cook? Is there an artistic talent or skill you would like to share at an exciting Five Senses PopUp event here in Fayette County? Please fill out this form to apply to showcase your art at one of our Five Senses PopUp events.

- The Five Senses PopUp events will be held on five different days, each event day showcasing one of the five senses: Taste, Touch, Smell, Sight, Hearing. The Fayette County Public Arts Committee will work with each artist or artist group to present the best possible version of their art.
- We welcome all ages and levels of art.
- Please fill out the application below and send it in with either photos of your art and/or a video of your performance that is less than 3 minutes long. We encourage links to your websites and or portfolio websites if available.
- You do not have to be a resident of Fayette County to be considered for this program.
- Applications should be submitted to the Fayette County Public Arts Committee by email to [fcpac@fayettecountyga.gov](mailto:fcpac@fayettecountyga.gov)
- Please email us at [fcpac@fayettecountyga.gov](mailto:fcpac@fayettecountyga.gov) if you have any questions about our Five Senses PopUp events or the application.

---

Name of Artist or Group: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_ Home: \_\_\_\_\_

---

Check the boxes that best describe your skill. Please check all that apply:

- |                                       |   |   |
|---------------------------------------|---|---|
| <input type="checkbox"/> Painting     | <input type="checkbox"/> Juggling           | <input type="checkbox"/> Live Performance       |
| <input type="checkbox"/> Drawing      | <input type="checkbox"/> Gardening          | <input type="checkbox"/> Maker's Demonstrations |
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Conceptual Art     | <input type="checkbox"/> Other _____            |
| <input type="checkbox"/> Photography  | <input type="checkbox"/> Literary Art       | _____   |
| <input type="checkbox"/> Acting       | <input type="checkbox"/> DIY demonstrations | _____   |
| <input type="checkbox"/> Singing      | <input type="checkbox"/> Theatre            |   |
| <input type="checkbox"/> Live Music   | <input type="checkbox"/> Dance              |   |
| <input type="checkbox"/> Sculpture    | <input type="checkbox"/> Gastronomy         |   |

☐ Would you be interested in volunteering for one of our events? Check here to be added to our volunteer contact list!

Your contact information will only be used to contact you about the Fayette County Public Arts Committee. This information will not be distributed to any organization without permission.

Please check your skill level:

☐ Hobbyist      ☐ Student      ☐ Amateur      ☐ Professional

Please give a brief description of your work and how it could be applied to one or more of the five senses - Taste, Touch, Smell, Sight, Hearing. Also provide a link to your website:

---

---

---

---

---

---

---

---

---

---

The Fayette County Public Arts Committee will equally review all applicants. Expect to be contacted by either phone or email with any questions the committee may have about your application. If selected, artists are then matched with a theme and performance date and time. Each date and time will showcase between 1 and 4 different artists. Each artist will receive a contract with the Public Arts Committee to perform at a certain date and time chosen by the Public Arts Committee. The Artist has no input on performance location date and time. Each artists or artist group that is scheduled for a PopUp Art slot will receive a one-time fee of \$150.

I authorize the release of photos taken of the artist and artwork to the Fayette County Government and the Fayette County Public Arts Committee to use on their website, scrapbook, print advertising, or other media.

I have read and understand the rules and regulations, and I agree to participate in the Five Senses PopUp event.

In participation with the PopUp Art event, I do hereby understand and assume all risks and responsibilities for myself when creating the artwork. The Fayette County Government, the Fayette County Public Arts Committee, their officers, agents, and employees are not responsible for any damages made to my artwork.

Furthermore, I agree to, and will at all times, indemnify, save and hold harmless the Fayette County Government, the Fayette County Public Arts Committee, their officers, agents, and employees from all liability, claims, demands and cost of every kind and nature, including attorney's fees at trial or appellate levels and all court costs arising out of injury to, or death of persons, and damage to any and all property including loss thereof, resulting from or in a manner arising out of or in connection with activities or use of the town or county facilities during the PopUp Art event.

Signature Artist 1: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature Artist 2: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature Artist 3: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature Artist 4: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature Artist 5: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_



# COUNTY AGENDA REQUEST

Page 29 of 251

Department: Griffin Judicial Circuit Drug Court

Presenter(s): Will Simmons

Meeting Date: Thursday, November 9, 2017

Type of Request: Consent #5

## Wording for the Agenda:

Approval of a request from the Griffin Judicial Circuit Adult Felony Drug Court to apply for a supplement grant award from the Funding Committee of the Council of Accountability Court Judges in the amount of \$123,495 with a 10% match of \$13,721.

## Background/History/Details:

At this time, the Griffin Judicial Circuit Adult Felony Court has 50 participants in the program. The Council of Accountability Court Judges would like to have 30 more participants in the program by February 2018. In order to do so, more funding is needed to expand treatment, drug testing, drug testing supplies, perform surveillance checks and transportation to aide in helping participants get to their requirements.

The Fayette County Board of Commissioners will act as the fiscal agent to receive these funds.

Per the Griffin Judicial Circuit Adult Felony Drug Court, the funds will be used to expand the program.

## What action are you seeking from the Board of Commissioners?

Approval of a request from the Griffin Judicial Adult Felony Drug Court Judge to apply for a supplemental grant award from the Funding Committee of the Council of Accountability Court Judges in the amount of \$123,495 with a 10% local match of \$13,721.

## If this item requires funding, please describe:

The supplemental grant calls for a 10% match of \$13,721 which comes from DATE Funds and participant fees collected throughout the year.

Has this request been considered within the past two years? Yes

If so, when? 2016 (for 2017)

Is Audio-Visual Equipment Required for this Request?\* No

Backup Provided with Request? Yes

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

## Staff Notes:

### General Information

Name of person filling out this form:	Donna Michel			
---------------------------------------	--------------	--	--	--

On April 20 - 21, 2018 who will be available to answer questions on this grant, if the committee shall have any?

Donna Michel

Please provide a phone number for this person:

From the list below, please select your court name. If you are submitting a budget for an implementation court, please scroll to the end of the list and select "Implementation Court". To make multiple selections from the Court Name dropdown, click the dropdown arrow each time you want to make a new selection in a particular cell. E.G. if you have 3 Adult Drug Courts in your circuit, click the arrow in the "Court Name" for that row 3 times and select a different court with each click.

Griffin Judicial Circuit Drug Court

Please enter your implementation court's name:

Please select the Judicial Circuit in which your court is operating:

Griffin

**NOTE :** Program is defined by the type of offender population your court primarily serves and the standards associated with serving that population - i.e. substance dependent, mentally ill, veterans, those with a history of DUI, families with substance dependence or mental illness, substance dependent juveniles, or mentally ill juveniles.

Please select the primary program your accountability court offers.

Adult Felony Drug Court

Please select the secondary program (if any) that your accountability court offers.

Select One:

Please select your court level.

Superior

### Total Requested Funds

Please note, the Requested Funds and Total Budgeted Amount will automatically calculate and populate based on your entries in other tabs. You will need to indicate the Matched Funds manually.

	Requested Funds	Matched Funds	Total Budgeted Amount
Personnel	\$ -		\$ -
Contract Services	\$ 93,450.00	\$ 13,721.66	\$ 107,171.66
Drug Testing Supplies	\$ 14,545.00	\$ -	\$ 14,545.00
Other Costs	\$ 5,000.00	\$ -	\$ 5,000.00
Equipment	\$ -	\$ -	\$ -
Training & Travel		\$ -	\$ 1,418.08
Transportation	\$ 10,500.00	\$ -	\$ 10,500.00
<b>Total CACJ Funds</b>	<b>\$ 123,495.00</b>	<b>Total Other Funds</b>	<b>\$ -</b>



## Other Funding Sources

This sheet is meant to provide CACJ with a sense of how sustainable your court program is. Please list the amount your court received from other fund sources for programming and expenses in the previous STATE Fiscal Year. All funds reported here should be NON\_CACJ funding. To make multiple selections from the "How Funds are Used?" dropdown, click the dropdown arrow each time you want to make a new selection in a particular cell. E.G. if you use Byrne-JAG for Personnel, Treatment, and Office Supplies, click the arrow in the "How Funds are Used?" for that row 3 times and select a different category with each click.

Fund Source	Total Annual Funds	How Funds are Used?	Fund Source End Date? (If applicable)
Byrne-JAG Funding	\$ -	Select All Applicable:	
Community Service Boards	\$ -	Select All Applicable:	
DATE Fund	\$ 118,000.00	All of the above	
Financial Donations	\$ -	Select All Applicable:	
Governor's Office of Highway Safety	\$ -	Select All Applicable:	
Independent 501(c)3	\$ -	Select All Applicable:	
Juvenile Justice Incentive Grant	\$ -	Select All Applicable:	
Local Government (Municipal or County)	\$ -	Select All Applicable:	
non-JAG BJA funds	\$ -	Select All Applicable:	
Participant Fees	\$ 63,000.00	Personnel	
Private Foundation Grant	\$ -	Select All Applicable:	
Revenue from Lab	\$ -	Select All Applicable:	
SAMHSA	\$ -	Select All Applicable:	
All other non-CACJ Funds	\$ -	Select All Applicable:	



## Sustainability Narrative

Describe your courts Sustainability Plan: All applicants should answer. Accountability Courts, new and existing, should begin working towards sustainability upon the inception of the program. It is prudent for a court to consider various methods of funding in the event that grant funds are not available. Your sustainability plan, which may include an action plan to attain funding without the use of grant funds, should be fully described.

Please describe your sustainability plan here.

The Griffin Judicial Circuit Adult Felony Drug Court has a sustainability plan. The court seeks to continue establishing and achieving 501(c)3 status. This will allow the program to receive donations from the community. The court will continue to seek donations for incentives for participants as they progress through the program. The community involvement is key to our sustainability. The Court will continue to invite the local media to attend graduation ceremonies to keep the community informed of the Drug Court success. The Court will seek partnerships with local churches that will provide 'life skill' counseling to enhance the treatment of participants as they make their transition to sobriety and living drug free. In addition, the court will continue to partner with local businesses who may be able to employ participants and graduates of the program. Finally, the court will continue to alert and welcome the Board of Commissioners for the circuit regarding the Court's progress, statistics, and effectiveness. In doing so, the court hopes to increase its awareness to the funding source in hopes that more funds will be allocated to the program from local sources.



<b>Contract Personnel Services Request</b>
--

<p><i>Instructions: Contract Personnel are those for whom you are not paying fringe benefits. These may be treatment providers, surveillance personnel, life skills programming providers or other professionals. Only include the number of hours or units you are asking the CACJ to fund. Please remember to update your Matched Funds on the General Information page to represent Total Contract Personnel Funding for your court.</i></p>
---

	Position Title	Rate Unit	Rate per Unit	Total Units Requested	Anticipated Number of Participants you will be able to serve per rate you choose	Provider Type	Requested Cost
1	Counselor	per Participant	\$ 1,575.00	30	30	CSB	\$ 47,250.00
2	Lab Technician/ Drug Screen Collector	per Participant	\$ 1,120.00	30	30	non-CSB	\$ 33,600.00
3	Law Enforcement/ Surveillance Officer	per Participant	\$ 420.00	30	30	non-CSB	\$ 12,600.00
4	Select One:	Select One:	\$ -			Select One:	\$ -
5	Select One:	Select One:	\$ -			Select One:	\$ -
6	Select One:	Select One:	\$ -			Select One:	\$ -
7	Select One:	Select One:	\$ -			Select One:	\$ -
8	Select One:	Select One:	\$ -			Select One:	\$ -
9	Select One:	Select One:	\$ -			Select One:	\$ -
10	Select One:	Select One:	\$ -			Select One:	\$ -
11	Select One:	Select One:	\$ -			Select One:	\$ -
12	Select One:	Select One:	\$ -			Select One:	\$ -
13			\$ -				\$ -
14	Select One:	Select One:	\$ -			Select One:	\$ -
15	Select One:	Select One:	\$ -			Select One:	\$ -
16	Select One:	Select One:	\$ -			Select One:	\$ -

Please use the provided space to provide any additional details regarding contract personnel.

Our court has been notified that we are to increase our participants numbers from 50 to 80 by February 2018. Funds are needed to able to serve 30 more participants. We are working on our numbers at present time so funds are needed immediately.

Counselor - One participant X \$225 per month X 7 months = \$1,575 X 30 = \$47,250.00

Lab - One participant X \$160 per month 7 months = \$1,120 X 30 = \$33,600.00

Surveillance - \$30.00 per hour X 30 participants (2 visits per month) X 7 months = \$12,600.00

TOTAL - \$33,600.00



### Drug Testing Supplies

Instructions: Drug Testing Supplies are divided into Consumables, Monitoring Equipment, Confirmation or Lab Test, Onsite Devices, and Reagents (separate tab). Onsite Devices are considered to be instant tests. Consumables are items such as: collection ONLY cups (NOT instant tests), gloves, and water. For each section, select the item you wish to purchase from the first column and then the appropriate units you typically purchase for that item. The item and units are provided in dropdown menus. Enter in the cost per unit and the number of units for which you are requesting CACJ funding. The total amount requested will automatically calculate based on your selections. For Confirmation/Lab Testing, Onsite Devices, and Reagents, please also select the company from which you intend to purchase. Please remember to update your Matched Funds on the General Information page to represent Total Drug Testing Supplies Funding for your court.

Consumables	Unit	Cost per Unit	Total units Requested	Total Amount Requested
Select One:	Box	\$ 10.00	7	\$ 70.00
Select One:	Box	\$ 25.00	11	\$ 275.00
Select One:	Select One:	\$ -		\$ -

Monitoring Equipment (Select Type)	Unit	Cost per Unit	Total Units Requested	Total Amount Requested
Select One:	Select One:	\$ -		\$ -
Select One:	Select One:	\$ -		\$ -
Select One:	Select One:	\$ -		\$ -
Select One:	Select One:	\$ -		\$ -

Confirmation Test	Average Cost per Test	No. Tests Requested	Total Amount Requested
For the section on Confirmation Testing, please select the company to which you send tests.			
Select One:	\$ 57.00	150	\$ 8,550.00
Select One:	\$ -		\$ -
Select One:	\$ -		\$ -
Select One:	\$ -		\$ -

Onsite Devices (type)	Company Used	Panels Tested	Cost per Unit	Units	Total Units Requested	Total Request
Select One:	Other	12	\$ 6.65	Stick	500	\$ 3,325.00
Select One:	Other	10	\$ 4.65	Stick	500	\$ 2,325.00
Select One:	Select One:	Panels Tested	\$ -	Select One:		\$ -
Select One:	Select One:	Panels Tested	\$ -	Select One:		\$ -



### All Other Costs

Cost is less than \$5,000. Please include all other costs here. Other costs may include: medications for participants, housing/relocation assistance, rent, telephone/teleconference cost, internet, etc. **Please remember to update your Matched Funds on the General Information page to represent Total All Non-Drug Testing Supplies Funding for your court.**

Other Costs Type	Cost per Unit	Total Units Requested	Total Requested Amount
Medications for participants	\$ 100.00	50	\$ 5,000.00
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

Please use the provided space to provide any additional details regarding all other costs supplies.

Majority of our participants have dual diagnosis and require medication. Most of them cannot afford their meds . We have 50 participants at this time and are expected to increase to 80 by February 2018.

### Training & Travel

*Instructions: Fully describe your matched funds (to include calculations) in the narrative section below. Please remember to update your Matched Funds on the General Information page to represent Total Training and Travel Funding for your court. Other In-State Training and Travel Requests should be requested in accordance with the State of Georgia Statewide Travel Regulations. Please remember to update your Matched Funds on the General Information page to represent Total Training and Travel Funding for your court.*

Other In-State Training or Travel Requests						
Attendee Name	Mileage (roundtrip)	Location	No. Travel Days	No. Training Days	No. Hotel Nights	Total Anticipated Cost
1 Melissa Schreiber	160	Macon	2	4	3	\$ 644.60
2 Vickie Wallace	165	Gainesville	1	1	0	\$ 137.28
3 Genna Marie Morris	160	Macon	2	2	1	\$ 318.60
4 Sissy Eulenfield	160	Macon	2	2	1	\$ 318.60
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -

Please use the provided space to provide any additional details regarding other in-state training or travel requests expenses.  
Requesting this funding for lodging and mileage for training for the remainder of the CACJ FY18 Training Calendar



## Transportation Narrative

All applicants should fill out the following if your court is seeking transportation grant funds. Transportation projects include things such as partnerships with the Department of Community Supervision or local Sheriff's office to provide transportation to/from court or treatment services. Transportation vouchers (such as bus or train passes) may be requested. Transportation grant funds will not be allowed to be used for: vehicles, gas cards, or incentives. Funding requests for this budget detail can be shared among multiple courts. The funds will be applied to the application in which the questions and Budget Detail are completed.

If you are applying for multiple courts, please list the courts.	Griffin Judicial Circuit Adult Felony Drug Court - Fayette & Spalding
How many participants do you anticipate will participate in your proposed transportation project (from January 1, 2018 - June 30, 2018)? If you are applying for multiple courts, please list the court name then the number of participants.	Fayette - 5 & Spalding 25
How many new participants will your court add if the the proposed transportation project is funded? If you are applying for multiple courts, please list the court name then the number of participants.	Fayette - 15 & Spalding - 15
Please fully describe your proposed transportation project. Include why the project is needed and cannot be funded by other sources.	
<p>Describe Transportation project here.</p> <p>Yeadon Enterprise offers transportation services for participants in Drug Court. The owner/operator, Randy Yeadon, is a Drug Court graduate from the Towaliga Drug Court. Randy started his business after he graduated and saw the need for transportation. He provides transportation services to court hearings, self help mtgs, medical appts, treatment sessions ... the fee is \$10.00 per hour and .53 cents per mile. I'm requesting funds for 15 days per month at \$100 per day including mileage. The driver would be able to transport many of our participants at one time for treatment and court sessions. Our participants in Spalding County (Griffin) have difficulty with transportation due to the low economic situation. There is no public transportation and the job market for our participants is very low. The money requested is for the remainder of FY18 to help provide transportation.</p>	
If there are any additional items regarding your transportation program, please include them in the space below.	
Please enter Transportation Narrative here.	

## Transportation Request

*If you are requesting ANY transportation funding, you are required to complete the Transportation Narrative tab. If you do not complete this information, your transportation request may not be considered. Please remember to update your Matched Funds on the General Information page to represent Total Transportation Funding for your court.*

Mode of Transportation/Cost Type Requested	Rate Unit	Rate per Unit selected (can be an average)	Total Units	Under Contract?	Total Amount Requested
County Vehicle Mileage	Select One:	\$ -	-	Contract	\$ -
Driver time (County Vehicle)	Select One:	\$ -	-	Contract	\$ -
Public Transportation	Select One:	\$ -	-	Contract	\$ -
Private Transportation (Uber/Taxi)	Other	\$ 1,500.00	7	Yes	10,500.00
Bike Share	Select One:	\$ -	-	Contract	\$ -
Other	Select One:	\$ -	-	Contract	\$ -



### Court Narrative

*Instructions: Use the Budget Priority section to indicate which of the items you requested in the budget detail take priority in your program. If the Funding Committee needs to make cuts, it may consider your program's preferences on this form. Please be sure to use the wording you used in the corresponding budget details tab. For example, if you requested personnel costs for a coordinator, surveillance officers, and a nurse, you should specify in the priority reasoning space which of these positions are most critical to your program. In the budget priority column, select the budget priority level for each section. Please do not select the same level twice.*

Budget Priority		Priority Reasoning
Personnel	Select One:	
Contract Services	First	
Drug Testing Supplies	Second	
Non-Drug Testing Supplies	Select One:	
Equipment	Select One:	
Training & Travel	Third	
Transportation	Fourth	

Please fully, but concisely, describe your request/project/expansion. Explain why your request can not be funded using other funding sources. Include any appropriate additional documentation that may help explain your project. Please note: if you include information that is not relevant, or is voluminous, the committee may choose to not consider it. Include in your narrative how your project adheres to the state standards and best practices.

Please enter narrative information here.

Due to a recent notice from CACJ, the Griffin Judicial Circuit Adult Felony Drug Court is expected to increase participant capacity from 50 to 80 by February 2018. Funds are needed for treatment, drug testing and surveillance to make this expansion.

# COUNTY AGENDA REQUEST

Page 40 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of a request from the Fayette DUI Court to apply for supplemental grant award for 2018 from the Criminal Justice Coordinating Council (CJCC) of up to \$167,450 and to authorize the expenditure of 10% local matching funds in the amount up to \$18,605.

## Background/History/Details:

The Fayette DUI Court offers alternative sentencing to defendants who have had two DUI's in 5 years or three DUIs in a lifetime. The defendant must be approved by State Solicitor's office, DUI Coordinator, treatment provider, and the judge. The defendant then must spend 12 months minimum in an intense recovery program managed by the court and pay for a portion of his treatment.

The two main grants the court focuses on is the annual grant and the supplemental grant from the CCJC and the Council of Accountability Court Judges. Last year, the court was awarded \$12,250 in this supplemental grant award.

The grant request is for additional labor, mostly contract, for managing the DUI Court program as well as instrument equipment to eventually do our own testing and miscellaneous technology for the enhancement of the services provided.

## What action are you seeking from the Board of Commissioners?

Approval of a request from the Fayette DUI Court to apply for supplemental grant award for 2018 from the Criminal Justice Coordinating Council (CJCC) of up to \$167,450 and to authorize the expenditure of 10% local matching funds in the amount up to \$18,605.

## If this item requires funding, please describe:

The supplemental grant calls for a 10% match which come from DUI Funds and participant fees collected throughout the year.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



**Grant Instructions:** Instructions specific to each section are included at the top of each worksheet. Below are general guidelines for completing your grant application in the workbook. Please note, THE ONLY FILE FORMAT that the CACJ will accept for your grant application is THIS EXCEL DOCUMENT. Please do not print your workbook and scan it as a pdf, save it as a Word document, or otherwise alter the file format. Any submissions in a file format other than this Excel Workbook will be disqualified.

#### How this Excel Workbook is Set Up

This document is arranged so that the only information you need to enter is the amount you are requesting, the units, and the number of units. The workbook does the rest of the work for you. Do not worry about calculating totals. The cells calculating totals have been locked and cannot be altered. If you find a mistake in the calculations, please contact Kayla Kane, Research Analyst at CJCC at [kayla.kane@cjcc.ga.gov](mailto:kayla.kane@cjcc.ga.gov). Each tab in the workbook is labeled according to the budget section, all of the budget sections are summed and presented in aggregate on the General Information tab. On the tabs labeled "Narrative" please describe your court program, sustainability plan, and need for transportation costs.

Reserve the smaller narrative sections on the budget section worksheets to explain the expenses for which you are requesting funds. For example, on the "Personnel Request" tab, you should specify the names of any personnel for whom you are requesting funds (if those are known) and what their functions are going to be for your program. Applicants are also required to identify the source of the 10% non-state portion of the total project costs and how they will use match funds. The formula for calculating match is found in the FY'18 Grant Overview and Instructions.

#### How to Navigate Between Worksheets

This Workbook contains **16 tabs**. At the far right and left of the visible tabs, you will see ellipses (...). To expose tabs that you cannot currently see, click on the ellipses. You can also click on the tab name and, once you get to the farthest right or farthest left tab, the following tab will appear.

#### Saving and Submitting your Workbook

After downloading this workbook, please save it with your CourtName\_CourtType\_2018SuppGrantApp. Save continuously as you enter information so you do not lose your work. Once you have completed the workbook, please submit it via CJCC's website at: <https://cjcc.georgia.gov/funding-opportunities>

Once there you will see a link for the FY 18 supplemental grant application. Please submit this completed workbook and **separate** attachments, to include the Certification for Accountability Court Funding, to that link. If you have questions about the grant completion or submission process, please contact Kimberly Howard, Operations Coordinator at CACJ at : [kimberly.howard@cjcc.ga.gov](mailto:kimberly.howard@cjcc.ga.gov).

#### Attachments

The following forms are required. Please submit as attachments to your application.

1. Certification for Accountability Court Funding - signed and dated by the Accountability Court Judge.
2. Contract or MOU between the Accountability Court and Treatment Provider (if you have one).
3. Organizational Chart. Sample organizational charts can be found on [www.gaaccountabilitycourts.org](http://www.gaaccountabilitycourts.org). You can modify the example, or submit your own. If you submit your own organizational chart, it must include the person's name, title, percentage of time they devote to the accountability court, and how the position is funded.

#### Restrictions on Use of Funds

For this grant period, grant funds will not be allowed to be used for: out of state training, any part of a salary or pay supplements for state or county paid employees, office space, utilities, furniture (existing courts only), incentives, monthly cell phone charges, case management software, construction projects, vehicles, weapons or grant administrative overhead.

#### Budget Detail Worksheet

Complete the attached budget detail worksheet. The budget should include everything you are requesting from grant funds. It is not necessary to include your entire operating budget. YOU MUST SUBMIT YOUR INFORMATION ON THE ATTACHED PAGES. If you include your own pages, they will NOT be evaluated by the committee. This worksheet should be used to prepare the program budget and budget summary. Any category not applicable to your budget may be left blank. **Be sure to include the required 10% cash match, you do not have to provide a cash match for each line item.**

#### Budget Narrative

The Budget narrative should thoroughly and clearly describe every category of expense listed on the Budget Detail Worksheet. Proposed budgets are expected to be complete, reasonable and allowable, cost effective, and necessary for project activities. The explanation should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The explanation should explain how all costs were estimated and calculated and how they are relevant to the program.

## General Information

Name of person filling out this form:	Mike LaTella	Email address:	mlatella@fayettecountyga.gov	O: 770-716-4328
---------------------------------------	--------------	----------------	------------------------------	-----------------

On April 20 - 21, 2018 who will be available to answer questions on this grant, if the committee shall have any?	Mike LaTella - DUI COURT COORDINATOR or, alternatively Amanda Schoonover - COUNTY FINANCE	Please provide a phone number for this person:	Mike LaTella O: 770-716-4328 404-295-7076 Amanda Schoonover 770-305-5112
--	---	--	--

From the list below, please select your court name. If you are submitting a budget for an implementation court, please scroll to the end of the list and select "Implementation Court". To make multiple selections from the Court Name dropdown, click the dropdown arrow each time you want to make a new selection in a particular cell. E.G. if you have 3 Adult Drug Courts in your circuit, click the arrow in the "Court Name" for that row 3 times and select a different court with each click.	Select One:, Fayette County DUI Court
--	---------------------------------------

Please enter your implementation court's name:	NA
--	----

Please select the Judicial Circuit in which your court is operating:	Griffin
--	---------

**NOTE:** Program is defined by the type of offender population your court primarily serves and the standards associated with serving that population - i.e. substance dependent, mentally ill, veterans, those with a history of DUI, families with substance dependence or mental illness, substance dependent juveniles, or mentally ill juveniles.

Please select the primary program your accountability court offers.	DUI Court
---	-----------

Please select the secondary program (if any) that your accountability court offers.	Select One:
---	-------------

Please select your court level.	State
---------------------------------	-------

## Total Requested Funds

Please note, the *Requested Funds* and *Total Budgeted Amount* will automatically calculate and populate based on your entries in other tabs. You will need to indicate the *Matched Funds* manually.

	<i>Requested Funds</i>	<i>Matched Funds</i>	<i>Total Budgeted Amount</i>
Personnel	\$ 33,904.10	\$ 3,767.12	\$ 37,671.22
Contract Services	\$ 79,560.00	\$ 8,840.00	\$ 88,400.00
Drug Testing Supplies	\$ 21,121.85	\$ 2,346.87	\$ 23,468.72
Other Costs	\$ 11,780.00	\$ 1,308.89	\$ 13,088.89
Equipment	\$ -	\$ -	\$ -
Training & Travel	\$ 10,792.56	\$ 1,199.17	\$ 11,991.73
Transportation	\$ 12,500.00	\$ 1,388.89	\$ 13,888.89
<b>Total CACJ Funds</b>	\$ 169,658.51	<b>Total Other Funds</b>	\$ -

### Other Funding Sources

*This sheet is meant to provide CACJ with a sense of how sustainable your court program is. Please list the amount your court received from other fund sources for programming and expenses in the previous STATE Fiscal Year. All funds reported here should be NON\_CACJ funding. To make multiple selections from the "How Funds are Used?" dropdown, click the dropdown arrow each time you want to make a new selection in a particular cell. E.G. if you use Bryne-JAG for Personnel, Treatment, and Office Supplies, click the arrow in the "How Funds are Used?" for that row 3 times and select a different category with each click.*

<i>Fund Source</i>	<i>Total Annual Funds</i>	<i>How Funds are Used?</i>	<i>Fund Source End Date? (If applicable)</i>
Byrne-JAG Funding	\$ -	Select All Applicable:	
Community Service Boards	\$ -	Select All Applicable:	
DATE Fund	\$ 105,462.00	All of the above	
Financial Donations	\$ -	Select All Applicable:	
Governor's Office of Highway Safety	\$ -	Select All Applicable:	
Independent 501(c)3	\$ -	Select All Applicable:	
Juvenile Justice Incentive Grant	\$ 52,567.00	All of the above	6/30/2017
Local Government (Municipal or County)	\$ 6,376.00	All of the above	
non-JAG BJA funds	\$ -	Select All Applicable:	
Participant Fees	\$ 27,208.00	All of the above	
Private Foundation Grant	\$ -	Select All Applicable:	
Revenue from Lab	\$ -	Select All Applicable:	
SAMHSA	\$ -	Select All Applicable:	
All other non-CACJ Funds	\$ -	Select All Applicable:	



## Sustainability Narrative

Describe your courts Sustainability Plan: All applicants should answer. Accountability Courts, new and existing, should begin working towards sustainability upon the inception of the program. It is prudent for a court to consider various methods of funding in the event that grant funds are not available. Your sustainability plan, which may include an action plan to attain funding without the use of grant funds, should be fully described.

The Fayette County DUI Court's game plan for increasing revenue, lowering costs, and becoming a fully sustainable entity in the future rests on the success of the following objectives:

- *Increasing number of participants*
- *lowering cost of services*
- *creating revenue streams internally*
- *increasing revenue streams externally*

**Increasing number of participants.** It is clear that the more participants we have, the lower the cost becomes for each one. Spreading costs of services across a larger number of people reduces expenses and allows for leverage on pricing with our service providers. The Fayette DUI Court has adopted an aggressive plan of growth that was implemented in August 2017. The plan is to increase the number of participants by casting a net large enough to capture the full pool of potential participants in the county. Up to August, nearly all of our recruits came from arrests made only by the Sheriff's department; We were missing those that were arrested - and then adjudicated - in the three municipal courts in the county. These defendants never knew an alternative to incarceration existed. By establishing and renewing relationships with the municipal court judges, solicitors, and private and public defenders we are now in partnership with these courts. Additionally, utilizing technology to review arrest records helps insure no one falls through the cracks. The results have been phenomenal. Before August, the court averaged 7 or 8 participants at a time, with the high being 10. As of this writing, we have 16 participants (seven new on deck) despite the fact that we have graduated 3 during that short time frame. There is also a discussion of including those with multiple misdemeanor marijuana arrests in that pool of participants. That would add to the numbers as well. IN light of all of this, our estimates are to more than double our number of participants in 2018, with a stretch goal of 40 by this time next year.

**Lowering Cost of Services.** Above it is mentioned that increasing participants lowers the "per participant" cost of services. All service contracts will be renegotiated for the start of 2018 based on our new actual numbers and our stretch goal. One that has already begun is that of drug testing. Through collecting samples ourselves and sending those samples to a partner for testing, we can reduce costs by nearly 50% over current cost and have faster and more accurate test results. That will be a reality for the Fayette DUI Court in less than a month. With more participants, this cost per test will go even lower. Also being considered is leasing our own equipment and doing testing ourselves. While this may not be an immediate reality, our participant numbers will reach a point where that is a prudent option, and costs for testing would be reduced even further. Treatment services are another area where we believe savings can be incurred without sacrificing quality. We are currently reviewing our pricing and ways to lower our cost per participant. One example is that we have been paying a tier pricing that tops out at 15 participants, a number we have already exceeded. Future pricing will be negotiated so the increase in number of people will continue to bring cost per person down. In taking the lead from other courts visited and observing their practices, there is an opportunity to bring some treatment meetings in house, an idea that we think will improve recidivism rates, lower costs, and still meet all the requirements of treatment as outlined by the CACJ.

**Creating revenue streams internally.** The Fayette DUI Court is excited about opportunities that exist in turning some of our necessary costs and activities into revenue generators. The most realistic of these that could happen by the first of Calendar year 2018 rests in acquiring our own alcohol and drug testing equipment. Currently, no government entity in the county has instrument-based drug testing equipment, meaning all samples are being sent out for testing; some even out of state to California! By providing a local option that improves testing accuracy, turn around time, and lowers price we believe we can market this service to both the public and private sector. The numbers indicate that even the most conservative estimates would quickly turn a cost center for the court into a profit center. Of course, resources are needed to get that going, much of which is included in this grant request.

**Increase revenue streams externally.** Currently, our state judge is leading the team in a program for increased visibility in the community including speeches and other activities. We have embarked on setting up our own website which can serve as the conduit for donations. We are investigating what other accountability courts are doing, not only in the state but in the U.S. and new ideas are being discussed. One DUI court in Tennessee has concerts where music artists donate their time for a concert and proceeds benefit the court. One concert last year for a DUI court raised almost \$60,000. Establishing our place as a non-profit entity will further that fund raising goal. We believe there are many opportunities to raise money in the community.

### Conclusion

2018 is going to be a great year for the Fayette DUI Court. We can't wait! With the requested resources and a team effort where everyone is on the same page, our objectives in increasing participant numbers, reducing costs, and adding revenues internally and externally will bring us to full sustainability in short order. We are appreciative of the opportunity to earn your support.

### Personnel Request

*Instructions: Please report the Weeks and Hours worked only for the percentage of time that you are requesting. That is, if a staff member is full time, but you are only requesting a portion of their salary, report only the hours and weeks for which you are requesting funds. Benefits will be calculated based on the salary amount requested. If a position title is not available in the drop down list, this is not an allowable position with CACJ grant funds. Please remember to update your Matched Funds on the General Information page to represent Total Personnel Funding for your court.*

	Position Title	Hours per Week	Hourly Rate	Weeks Requested	Total Salary Requested
1	Program Case Manager	20	\$ 17.50	52	\$ 18,200.00
2	Program Case Manager	20	\$ 14.00	26	\$ 7,280.00
3	Clinical Case Manager	10	\$ 17.50	13	\$ 2,275.00
4	Select One:				\$ -
5	Select One:				\$ -
6	Select One:				\$ -
7	Select One:				\$ -
8	Select One:				\$ -
9	Select One:				\$ -
10	Select One:				\$ -

**Program Case Manager.** With our recent growth, the Fayette County DUI Court has reached the point of needing a part time program case manager. At 16 participants with 7 more on deck, quality and frequency of interaction with the DUI court will begin to suffer. We believe that a new case manager working 20 hours a week will suffice for the first six months, at which point growth will demand that individual to go to full time. A combination of the DUI Coordinator, one case manager, and two volunteers provides us the coverage we need to maintain our level of quality interactions on a necessary frequency.

**Clinical Case Manager.** By the beginning of the 4th quarter, our participant total will for the first time demand a Clinical Case Manager. To allow for that we are asking for an allowance to pay one, but only for 10 hours a week and only for the last 13 weeks of the year.

## Fringe Benefits

Instructions: Please report the type of fringe benefits that you are requesting per personnel along with the amount requested per benefit requested. The 'Total Anticipated Cost' will be calculated based on the 'Benefit Amount(s)' requested. **Note: 2017 FICA tax rate is 7.65%.**  
**Please use this percentage when calculating 'Benefit Amount' for FICA. Please remember to update your Matched Funds on the General Information page to represent Total Personnel Funding for your court.**

Fringe Benefits	Benefit Requested	Benefit Amount	Benefit Requested	Benefit Amount	Total Anticipated Cost
1 Program Case Manager	Health Insurance	\$2,366.00	FICA	\$1,392.30	\$ 4,175.99
	Unemployment Insurance	inc	Select One:	\$417.69	
2 Program Case Manager	Health Insurance	\$946.40	FICA	\$556.92	\$ 1,503.32
	Unemployment Insurance	inc	Select One:		
3 Clinical Case Manager	Health Insurance	\$295.75	FICA	\$174.04	\$ 469.79
	Unemployment Insurance	inc	Select One:		
4 Select One:	Health Insurance		FICA		\$ -
	Unemployment Insurance		Select One:		
5 Select One:	Health Insurance		FICA		\$ -
	Unemployment Insurance		Select One:		
6 Select One:	Health Insurance		FICA		\$ -
	Unemployment Insurance		Select One:		
7 Select One:	Health Insurance		FICA		\$ -
	Unemployment Insurance		Select One:		
8 Select One:	Health Insurance		FICA		\$ -
	Unemployment Insurance		Select One:		
9 Select One:	Health Insurance		FICA		\$ -
	Unemployment Insurance		Select One:		
10 Select One:	Select One:		Select One:		\$ -
	Select One:		Select One:		

As directed, FICA is computed at 7.65%, Health Insurance at our current county cost rate of , and unemployment insurance at our current cost rate of . .

### Contract Personnel Services Request

*Instructions: Contract Personnel are those for whom you are not paying fringe benefits. These may be treatment providers, surveillance personnel, life skills programming providers or other professionals. Only include the number of hours or units you are asking the CACJ to fund. **Please remember to update your Matched Funds on the General Information page to represent Total Contract Personnel Funding for your court.***

	Position Title	Rate Unit	Rate per Unit	Total Units Requested	Anticipated Number of Participants you will be able to serve per rate you choose	Provider Type	Requested Cost
1	Lab Technician/ Drug Screen Collector	per Hour	\$ 16.00	1040	20	non-CSB	\$ 16,640.00
2	Lab Technician/ Drug Screen Collector	per Hour	\$ 16.00	780	30	non-CSB	\$ 12,480.00
3	Lab Technician/ Drug Screen Collector	per Hour	\$ 16.00	520	40	non-CSB	\$ 8,320.00
4	Law Enforcement/ Surveillance Officer	per Hour	\$ 18.00	1040	20	Select One:	\$ 18,720.00
5	Law Enforcement/ Surveillance Officer	Select One:	\$ 18.00	780	30	Select One:	\$ 14,040.00
6	Law Enforcement/ Surveillance Officer	Select One:	\$ 18.00	520	40	Select One:	\$ 9,360.00
7	Select One:	Select One:	\$ -			Select One:	\$ -
8	Select One:	Select One:	\$ -			Select One:	\$ -
9	Select One:	Select One:	\$ -			Select One:	\$ -
10	Select One:	Select One:	\$ -			Select One:	\$ -
11	Select One:	Select One:	\$ -			Select One:	\$ -
12	Select One:	Select One:	\$ -			Select One:	\$ -
13	Select One:	Select One:	\$ -			Select One:	\$ -
14	Select One:	Select One:	\$ -			Select One:	\$ -
15	Select One:	Select One:	\$ -			Select One:	\$ -
16	Select One:	Select One:	\$ -			Select One:	\$ -

**Lab Technician/Drug Screener.** This is a new initiative. Our plan is to begin doing our own sample collecting immediately and sending them to an outside company (Avertest). This will meet the new recommendations of instrument testing for screening, allow for faster turn-around (24 hours), provide electronic transfer of information to 5Points system, and be 30% less expensive than our current provider who uses only rapid tests. At a participant level of 20, which we will reach within the next few weeks, the CACJ requirement is for a minimum of 40 drug tests per week. Because we are concerned about recognizable patterns with just two, we plan on averaging 2.5 tests per participant each week, or a beginning load of 50 tests per week. To manage lack of predictability, we believe testing must be done at a minimum of 6 days a week, requiring participants to report within 6 hours of notification, along with a two hour testing window at that time. From a labor standpoint then, we need a drug screener to work 3 hours a day, six days a week to conduct testing and have time to ship samples out on a daily basis. In addition to that 18 hours a week, another 2 hours a week will be needed to do weekly paperwork and reports for a (**Screener 1**) total of 20 hours per week beginning now and running through the next year. **All of our screeners will be local law enforcement so it helps them pick up extra money.**

As our numbers continue to increase, so will the labor needs. After 6 months we are requesting to add another 20 hours a week (**Screener #2**) and after 9 months another 20 hours (**Screener #3**). So by this time next year we will have 3 part time screeners working 20 hours a week.

Surveillance will follow a similar projectory. Right now we are already over maximum work load for our one part-time deputy covering 16 participants. We have an immediate need for a second surveillance officer and then hope to add one in 6 months and another one 3 months after that. **All of our surveillance team are and will be law enforcement agents working part-time.**



### Drug Testing Supplies

Instructions: Drug Testing Supplies are divided into Consumables, Monitoring Equipment, Confirmation or Lab Test, Onsite Devices, and Reagents (separate tab). Onsite Devices are considered to be instant tests. Consumables are items such as: collection ONLY cups (NOT instant tests), gloves, and water. For each section, select the item you wish to purchase from the first column and then the appropriate units you typically purchase for that item. The item and units are provided in dropdown menus. Enter in the cost per unit and the number of units for which you are requesting CACJ funding. The total amount requested will automatically calculate based on your selections. For Confirmation/Lab Testing, Onsite Devices, and Reagents, please also select the company from which you intend to purchase. **Please remember to update your Matched Funds on the General Information page to represent Total Drug Testing Supplies Funding for your court.**

Consumables	Unit	Cost per Unit	Total units Requested	Total Amount Requested
Latex Gloves	Item	\$ 0.14	3670	\$ 513.80
Urine Collection Cups	Cup	\$ 0.37	3670	\$ 1,357.90
Water	Gallon	\$ 1.45	467	\$ 677.15

Monitoring Equipment (Select Type)	Unit	Cost per Unit	Total Units Requested	Total Amount Requested
Remote Breathalyzer	Item	\$ 140.00	5	\$ 700.00
Continuous Alcohol Monitoring Devices	Item	\$ 275.00	5	\$ 1,375.00
Select One:	Select One:	\$ -		\$ -
Select One:	Select One:	\$ -		\$ -

Confirmation Test	Average Cost per Test	No. Tests Requested	Total Amount Requested
For the section on Confirmation Testing, please select the company to which you send tests.			
AverTest	\$ 50.00	67	\$ 3,350.00
Select One:	\$ -		\$ -
Select One:	\$ -		\$ -
Select One:	\$ -		\$ -

Onsite Devices (type)	Company Used	Panels Tested	Cost per Unit	Units	Total Units Requested	Total Request
Select One:	Select One:	Panels Tested	\$ -	Select One:		\$ -
Select One:	Select One:	Panels Tested	\$ -	Select One:		\$ -
Select One:	Select One:	Panels Tested	\$ -	Select One:		\$ -
Select One:	Select One:	Panels Tested	\$ -	Select One:		\$ -

### Reagents Drug Testing Supplies

Instructions: This section is for reagents drug test supplies only. For each section, select the item you wish to purchase from the first column and then the appropriate units you typically purchase for that item. The item and units are provided in dropdown menus. Enter in the cost per unit and the number of units for which you are requesting CACJ funding. The total amount requested will automatically calculate based on your selections. Please also select the company from which you intend to purchase. **Please remember to update your Matched Funds on the General Information page to represent Total Drug Testing Supplies Funding for your court.**

Reagents(Select Drug Type)	Company Used	Cost per Unit	Units	Total Units Requested	Total Request
<b>Typical Drugs</b>					
6-AM	Thermo Fisher Scientific	\$ 339.00	1	2	\$ 678.00
ETG	Thermo Fisher Scientific	\$ 339.00	1	6	\$ 2,034.00
Cocaine	Thermo Fisher Scientific	\$ 339.00	1	6	\$ 2,034.00
THC	Thermo Fisher Scientific	\$ 339.00	1	6	\$ 2,034.00
Opiates	Thermo Fisher Scientific	\$ 339.00	1	6	\$ 2,034.00
Hydrocodone	Thermo Fisher Scientific	\$ 339.00	1	2	\$ 678.00
Amphetamines	Thermo Fisher Scientific	\$ 339.00	1	2	\$ 678.00
Oxycodone	Thermo Fisher Scientific	\$ 339.00	1	2	\$ 678.00
<b>Synthetic/Designer Drugs</b>					
K2 Spice UR-144	Thermo Fisher Scientific	\$ 575.00	1	2	\$ 1,150.00
K2 Spice ABPINACA	Thermo Fisher Scientific	\$ 575.00	1	2	\$ 1,150.00
Select One:	Select One:	\$ -	Select One:		\$ -
Select One:	Select One:	\$ -	Select One:		\$ -
Select One:	Select One:	\$ -	Select One:		\$ -
Select One:	Select One:	\$ -	Select One:		\$ -
Select One:	Select One:	\$ -	Select One:		\$ -
Select One:	Select One:	\$ -	Select One:		\$ -

This was the estimate given to us from Thermo Fisher based on our current participant totals and our stretch goal of 40 in 12 months

### All Other Costs

*Cost is less than \$5,000. Please include all other costs here. Other costs may include: medications for participants, housing/relocation assistance, rent, telephone/teleconference cost, internet, etc. **Please remember to update your Matched Funds on the General Information page to represent Total All Non-Drug Testing Supplies Funding for your court.***

Other Costs Type	Cost per Unit	Total Units Requested	Total Requested Amount
Apple I-Pad Pro	\$ 629.00	10	\$ 6,290.00
AA Books	\$ 14.00	80	\$ 1,120.00
Servailance System for Drug Collection area	\$ 750.00	1	\$ 750.00
Phase Up and Graduation Coins	\$ 10.00	100	\$ 1,000.00
Phone Sobriety Monitor and Software + 5 devices	\$ 920.00	1	\$ 920.00
Graduation Enhancers: promotional gavels/eisel	\$ 1.00	1700	\$ 1,700.00

All Pricing was researched for lowest alternative including shipping. Most were found on Amazon. That methodology was used on previous tabs as well. Please see below chart for estimates on drug testing over course of 12 months which has relevance for previous two tabs. Thank you.

[illegible]



## Equipment

*Per Unit Cost is Greater than \$5000. Please remember to update your Matched Funds on the General Information page to represent Total Equipment Funding for your court.*

<i>Equipment Type</i>	<i>Cost per Unit</i>	<i>Total Units Requested</i>	<i>Total Requested Amount</i>
1	\$ -	0	\$ -
2	\$ -		\$ -
3	\$ -		\$ -
4	\$ -		\$ -
5	\$ -		\$ -
6	\$ -		\$ -
7	\$ -		\$ -
8			\$ -
9	\$ -		\$ -
10	\$ -		\$ -

Please use the provided space to provide any additional details regarding equipment.

### Training & Travel

*Instructions: Fully describe your matched funds (to include calculations) in the narrative section below. Please remember to update your Matched Funds on the General Information page to represent Total Training and Travel Funding for your court. Other In-State Training and Travel Requests should be requested in accordance with the State of Georgia Statewide Travel Regulations. Please remember to update your Matched Funds on the General Information page to represent Total Training and Travel Funding for your court.*

#### Other In-State Training or Travel Requests

Attendee Name	Mileage (roundtrip)	Location	No. Travel Days	No. Training Days	No. Hotel Nights	Total Anticipated Cost
1 Judge	600	Athens/Other	12	7	8	\$ 1,849.00
2 DUI Coordinator	600	Athens/Other	12	7	8	\$ 1,849.00
3 Treatment	168	Athens	3	3	2	\$ 506.88
4 Treatment	168	Athens	3	3	2	\$ 506.88
5 Surveillance	168	Athens	3	3	2	\$ 506.88
6 testing	168	Athens	3	3	2	\$ 506.88
7 testing	168	Athens	3	3	2	\$ 506.88
8 Defense Atty	168	Athens	3	3	2	\$ 506.88
9 Solicitor	168	Athens	3	3	2	\$ 506.88
10 Solicitor	168	Athens	3	3	2	\$ 506.88

Annual CACJ Conference plus additional training days for Judge and Coordinator

### Transportation Narrative

*All applicants should fill out the following if your court is seeking transportation grant funds. Transportation projects include things such as partnerships with the Department of Community Supervision or local Sheriff's office to provide transportation to/from court or treatment services. Transportation vouchers (such as bus or train passes) may be requested. Transportation grant funds will not be allowed to be used for: vehicles, gas cards, or incentives. Funding requests for this budget detail can be shared among multiple courts. The funds will be applied to the application in which the questions and Budget Detail are completed.*

If you are applying for multiple courts, please list the courts.	
--	--

How many participants do you anticipate will participate in your proposed transportation project (from January 1, 2018 - June 30, 2018)? If you are applying for multiple courts, please list the court name then the number of participants.	7
---	---

How many new participants will your court add if the proposed transportation project is funded? If you are applying for multiple courts, please list the court name then the number of participants.	10
--	----

Please fully describe your proposed transportation project. Include why the project is needed and cannot be funded by other sources.
--

Our plan is to provide Uber or Lyft cards for transportation that will last the participant two weeks (between court meetings) at no cost or a highly discounted rate. First the participant has to justify the need for the card by providing a weekly schedule. DUI Coordinator will work with them to make sure their time and distance is being used efficiently. Once that is determined a total mileage and Uber cost estimate will be calculated. The participant has provided income information already and the goal would be to collect at least 50% of the uber card amount every two weeks. For indigent or disabled participants, the card may be provided at 75% or 100% discount. This will help solve our transportation issue as it has become difficult to require participants to meet all of the obligations we demand, but yet can't help with transpor. Currently there are no funds for helping with this, although we do come out of our own pockets often to give participants cash for uber fair. tation.

If there are any additional items regarding your transportation program, please include them in the space below.
--

This has been an area of concern for us as we have not been able to provide ample transportation services for our participants to get to and from work, AA meetings, and counseling sessions. There is no public transportation in Fayette County so we are relegated to taxi services and the like for those that don't have cars. South Metro Atlanta is sprawling and many times participants work 10 to 20 miles from their residence. We believe to be in harmony with the CACJ, we should offer alternatives to those people who can show they do not have a drivers license and work and live away from the venues we require them to be.



### Transportation Request

If you are requesting **ANY** transportation funding, you are required to complete the Transportation Narrative tab. If you do not complete this information, your transportation request may not be considered. **Please remember to update your Matched Funds on the General Information page to represent Total Transportation Funding for your court.**

Mode of Transportation/Cost Type Requested	Rate Unit	Rate per Unit selected (can be an average)	Total Units	Under Contract?	Total Amount Requested
County Vehicle Mileage	Select One:	\$ -		Contract	\$ -
Driver time (County Vehicle)	Select One:	\$ -		Contract	\$ -
Public Transportation	Select One:	\$ -		Contract	\$ -
Private Transportation (Uber/Taxi)	Select One:	\$ 100.00	125	No	\$ 12,500.00
Bike Share	Select One:	\$ -		Contract	\$ -
Other	Select One:	\$ -		Contract	\$ -

## Court Narrative

*Instructions: Use the Budget Priority section to indicate which of the items you requested in the budget detail take priority in your program. If the Funding Committee needs to make cuts, it may consider your program's preferences on this form. Please be sure to use the wording you used in the corresponding budget details tab. For example, if you requested personnel costs for a coordinator, surveillance officers, and a nurse, you should specify in the priority reasoning space which of these positions are most critical to your program. In the budget priority column, select the budget priority level for each section. Please do not select the same level twice.*

	Budget Priority	Priority Reasoning
Personnel	First	Getting our drug screeners and drug collection room set up - perhaps even with new equipment - is a top priority right now. In the end this will save us money and get us to sustainability faster.
Contract Services	Second	Surveillance and Drug Screeners and having our own drug testing program are top priorities
Drug Testing Supplies	Fifth	
Non-Drug Testing Supplies	Third	
Equipment	Seventh	
Training & Travel	Sixth	
Transportation	Fourth	This would be an important opportunity for us to help participants with the largest problem they have right now to complete the program: Transportation

Please fully, but concisely, describe your request/project/expansion. Explain why your request can not be funded using other funding sources. Include any appropriate additional documentation that may help explain your project. Please note: if you include information that is not relevant, or is voluminous, the committee may choose to not consider it. Include in your narrative how your project adheres to the state standards and best practices.

The Fayette County DUI Court's game plan for increasing revenue, lowering costs, and becoming a fully sustainable entity in the future rests on the success of the following objectives:

- *Increasing number of participants*
- *lowering cost of services*
- *creating revenue streams internally*
- *increasing revenue streams externally*

**Increasing number of participants.** It is clear that the more participants we have, the lower the cost becomes for each one. Spreading costs of services across a larger number of people reduces expenses and allows for leverage on pricing with our service providers. The Fayette DUI Court has adopted an aggressive plan of growth that was implemented in August 2017. The plan is to increase the number of participants by casting a net large enough to capture the full pool of potential participants in the county. Up to August, nearly all of our recruits came from arrests made only by the Sheriff's department; We were missing those that were arrested - and then adjudicated - in the three municipal courts in the county. These defendants never knew an alternative to incarceration existed. By establishing and renewing relationships with the municipal court judges, solicitors, and private and public defenders we are now in partnership with these courts. Additionally, utilizing technology to review arrest records helps insure no one falls through the cracks. The results have been phenomenal. Before August, the court averaged 7 or 8 participants at a time, with the high being 10. As of this writing, we have 16 participants (seven new on deck) despite the fact that we have graduated 3 during that short time frame. There is also a discussion of including those with multiple misdemeanor marijuana arrests in that pool of participants. That would add to the numbers as well. In light of all of this, our estimates are to more than double our number of participants in 2018, with a stretch goal of 40 by this time next year.

**Lowering Cost of Services.** Above it is mentioned that increasing participants lowers the "per participant" cost of services. All service contracts will be renegotiated for the start of 2018 based on our new actual numbers and our stretch goal. One that has already begun is that of drug testing. Through collecting samples ourselves and sending those samples to a partner for testing, we can reduce costs by nearly 50% over current cost and have faster and more accurate test results. That will be a reality for the Fayette DUI Court in less than a month. With more participants, this cost per test will go even lower. Also being considered is leasing our own equipment and doing testing ourselves. While this may not be an immediate reality, our participant numbers will reach a point where that is a prudent option, and costs for testing would be reduced even further. Treatment services are another area where we believe savings can be incurred without sacrificing quality. We are currently reviewing our pricing and ways to lower our cost per participant. One example is that we have been paying a tier pricing that tops out at 15 participants, a number we have already exceeded. Future pricing will be negotiated so the increase in number of people will continue to bring cost per person down. In taking the lead from other courts visited and observing their practices, there is an opportunity to bring some treatment meetings in house, an idea that we think will improve recidivism rates, lower costs, and still meet all the requirements of treatment as outlined by the CACI.

**Creating revenue streams internally.** The Fayette DUI Court is excited about opportunities that exist in turning some of our necessary costs and activities into revenue generators. The most realistic of these that could happen by the first of Calendar year 2018 rests in acquiring our own alcohol and drug testing equipment. Currently, no government entity in the county has instrument-based drug testing equipment, meaning all samples are being sent out for testing; some even out of state to California! By providing a local option that improves testing accuracy, turn around time, and lowers price we believe we can market this service to both the public and private sector. The numbers indicate that even the most conservative estimates would quickly turn a cost center for the court into a profit center. Of course, resources are needed to get that going, much of which is included in this grant request.

**Increase revenue streams externally.** Currently, our state judge is leading the team in a program for increased visibility in the community including speeches and other activities. We have embarked on setting up our own website which can serve as the conduit for donations. We are investigating what other accountability courts are doing, not only in the state but in the U.S. and new ideas are being discussed. One DUI court in Tennessee has concerts where music artists donate their time for a concert and proceeds benefit the court. One concert last year for a DUI court raised almost \$60,000. Establishing our place as a non-profit entity will further that fund raising goal. We believe there are many opportunities to raise money in the community.

### Conclusion

2018 is going to be a great year for the Fayette DUI Court. We can't wait! With the requested resources and a team effort where everyone is on the same page, our objectives in increasing participant numbers, reducing costs, and adding revenues internally and externally will bring us to full sustainability in short order. We are appreciative of the opportunity to earn your support.

# COUNTY AGENDA REQUEST

Page 56 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of staff's recommendation to authorize the Fayette County Solicitor's Office to accept a continuing grant award from the Criminal Justice Coordinating Council in the amount of \$68,000.00 with the continuing grant award period beginning October 1, 2017 and expiring September 30, 2018, and authorization for the Chairman to sign all grant related documentation.

## Background/History/Details:

The Criminal Justice Coordinating Council has proposed a continuing grant award (3rd year) in the amount of \$68,000.00 to the Fayette County Board of Commissioners for the Prosecuting Attorney's Office Council (PAC) of Georgia - Funding of Prosecution Based Federal Victims of Crime Act Assistance Grant Program (VOCA). Of the \$68,000 total grant award, \$3,400 volunteer hour credits (non-cash), \$54,400 are Federal funds, and \$10,200 are County matching funds. The \$64,600 cash portion is to be used towards the salary and benefits and supplies for the Victim's Advocate position to be allocated as noted below:

\$49,961.74 Victim's Advocate salary and benefits for the period October 1, 2017 through June 30, 2018

\$16,653.26 Victim's Advocate salary and benefits for the period July 1, 2018 through September 30, 2018

\$ 495.75 Victim's Advocate supplies - including furniture, computer, office supplies, etc. for program costs FY17

\$ 889.25 Victim's Advocate supplies - including furniture, computer, office supplies, etc. for program costs FY18

The Solicitor's Office is seeking to accept the continuing grant for the purposes of continuing salary and benefits of the Victim's Advocate to continue this VOCA Program to support 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 continuing grant award (3rd year) period is October 1, 2017 through September 30, 2018 and is guaranteed for a period of three years.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to authorize the Fayette County Solicitor's Office to accept a continuing grant award (3rd year) from the Criminal Justice Coordinating Council in the amount of \$68,000.00 with the continuing grant award period beginning October 1, 2017 and expiring September 30, 2018, and authorization for the Chairman to sign all grant related documentation.

## If this item requires funding, please describe:

Fiscal Year 2018 County matching funds are \$7,650.00 and Fiscal Year 2019 County matching funds are \$2,550.00.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



## DOCUMENT SUBMITTAL CHECKLIST

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 **November 30, 2017** via e-mail to Kathy Kemp ([kkemp@pacga.org](mailto:kkemp@pacga.org)). The **ORIGINAL MOA only** should be mailed to: Prosecuting Attorneys' Council of Georgia, ATTN: Kathy Kemp, 1590 Adamson Parkway, Fourth Floor, Morrow, GA 30260.

- ☒ **MOA(s)** (Mail PAC the Original; MUST be signed by your County Commission and by your DA/SG). *emailed to k.kemp 10-30-17*
- ☒ **Detailed Budget Worksheet(s)** As requested in a previous email, budgets should be submitted by **November 1, 2017**. You must use provided Excel format and return via email. If you have not hired grant staff by November 1, please submit a budget with an indication of a "VACANT" position. Two budgets are required for those offices that will be receiving a victims Comp Advocate beginning October 1, 2017

### Forms and Special Conditions

- ☒ **Special Conditions** (Signed by both County Commission Chair and DA/SG, initialed by Project Director)
- ☒ **Contact Information Page**
- ☒ **Designation of Grant Officials Form** (The **Authorized Official** should be your **County Commission Chair**. This person may submit a letter designating a signing authority—see below—to sign all future submissions)
- ☒ **Email List Form** (PAC communicates all VOCA-related matters via email. In addition to those names on the Grant Officials form, please provide names, titles and email addresses for any additional personnel who should be copied on VOCA-related correspondence)
- ☐ **Reimbursement Selection Form** (Include a voided check if EFT is selected; if DA or SG office is being reimbursed instead of the County, the County Commission must sign this form or submit a letter indicating reimbursement directly to the DA or SG)
- ☐ **Vendor Management Bank Account Form** (Signed by a representative for the specified bank account)
- ☐ **Form W-9, Request for Taxpayer Identification Number and Certifications** (Signed by a representative for the specified entity)
- ☐ **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 should complete the Certification Form online at: <https://ocr-eeop.ncjrs.gov>. The online portal provides a step-by-step method and guidance for preparing and submitting your EEO Utilization Report (if required) and/or Certification Form

### Signature Authorization, PAFs and Job Descriptions, E-mail List

- ☐ **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)
- ☐ **Personnel Action Forms/Salary Authorization Statements for all grant and match-funded positions** (please **redact all social security numbers**)
- ☐ **Job Descriptions for all grant and match-funded positions** NOTE that if job descriptions include activities that would not be allowable to be funded under the VOCA grant (e.g. administrative time for non-grant related activities), time spent conducting these activities should not be claimed on SERs.



# PAC

Prosecuting  
Attorneys'  
Council of Georgia

*Seeking Justice with Honor*

**CHARLES A. SPAHOS**  
Executive Director

**BERT POSTON**  
Chair  
District Attorney  
Conasauga Judicial Circuit

**TASHA MOSLEY**  
Vice Chair  
Solicitor-General  
Clayton County

**GEORGE HARTWIG**  
Secretary  
District Attorney  
Houston Judicial Circuit

**HAYWARD ALTMAN**  
District Attorney  
Middle Judicial Circuit

**PAUL BOWDEN**  
District Attorney  
Tifton Judicial Circuit

**GREGORY W. EDWARDS**  
District Attorney  
Dougherty Judicial Circuit

**JOHN A. PIPKIN, III**  
Solicitor-General  
Henry County

**TIMOTHY G. VAUGHN**  
District Attorney  
Oconee Judicial Circuit

**STEPHANIE WOODARD**  
Solicitor-General  
Hall County

**October 30, 2017**

Re: Federal Fiscal Year 2018 VOCA Allocation - October 1, 2017 through September 30, 2018

Dear Mr. Inagawa:

On behalf of Executive Director Chuck Spahos, it is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has voted to approve the 2017 VOCA Continuation and New Applications (Federal Fiscal Year 2018) 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: **Fayette**

Implementing Prosecuting Attorney: **Solicitor-General Jamie Inagawa**

Grant Period: **October 1, 2017 through September 30, 2018**

Sub-Grant Number: **C16-8-207**

Federal Funds: **\$54,400**

Continuation Match Funds: **\$13,600**

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC no later than November 30, 2017. If you have any questions, please contact Kathy Kemp ([kkemp@pacga.org](mailto:kkemp@pacga.org)) or at (770) 282-6364.

Sincerely,

Carla M. Rieffel  
Victims' Services Coordinator & Grants Administrator  
Prosecuting Attorneys' Council

**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: Kathy Kemp  
1590 Adamson Parkway,  
Fourth Floor Morrow, Georgia  
30260-1755  
(770) 282-6300  
Email: [kkemp@pacga.org](mailto:kkemp@pacga.org)

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

Fayette County Finance Dept.  
Attn: Ms. Amanda Schoonover  
140 Stonewall Avenue  
Fayetteville, GA 30214  
Telephone No.: 770-305-5112  
Email: [aschoonover@fayettecountyga.gov](mailto:aschoonover@fayettecountyga.gov)

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

Jamie K. Inagawa  
Attention: Tina Payne  
Fayette Co Solicitor-General's Office  
Fayette Co Justice Center  
1 Center Drive  
Fayetteville, GA 30214  
Telephone No.: 770-716-4256  
Email: [tpayne@fayettecountyga.gov](mailto:tpayne@fayettecountyga.gov)



## **Fayette County Solicitor General Contact Information**

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

Jamie K. Inagawa  
Attention: Tina Payne  
Fayette Co Solicitor-General's Office  
Fayette Co Justice Center  
1 Center Drive  
Fayetteville, GA 30214  
Telephone No.: 770-716-4256  
Email: [tpayne@fayettecountyga.gov](mailto:tpayne@fayettecountyga.gov)

2. The Victim Advocate Coordinator mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

La Verne Barela  
Victim Services Coordinator  
Fayette Co Solicitor-General's Office  
Fayette Co Justice Center  
1 Center Drive  
Fayetteville, GA 30214  
Telephone No.: 770-716-4253  
Email: [laverneb@fayettecountyga.gov](mailto:laverneb@fayettecountyga.gov)

EXHIBIT B  
PACGA Policy 11.2

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

County: Fayette

Implementing Prosecuting Attorney: Jamie K. Inagawa

**CJCC Grant No: C16-8-207**

A. Federal Funds:	\$ <u>54,400.00</u>
B. Matching Funds:	\$ <u>13,600.00</u>
C. Total Funds:	\$ <u>68,000.00</u>

Initial Grant Period: October 1, 2017 to September 30, 2018

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 Fayette County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (Solicitor-General) for Fayette 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, 2017 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 (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:
    - (1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;
    - (2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.
  - (d) Early Notification Services: For offices that accepted funding in addition to continuation funding for the Federal Fiscal Year 2015-2016, the Prosecuting Attorney agrees to work to develop protocols with law enforcement or courts conducting first appearance hearings within the jurisdiction that will help to identify victims and provide services to victims at or before the defendant's first appearance hearing.
  - (e) Post-Adjudication Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 2016-2017 to provide post-adjudication services, the Prosecuting Attorney agrees to provide services to victims during the post-adjudication phase of the criminal justice process and capture VSSR data related to this service provision.
  - (f) Victims Comp Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 2017-2018 to provide a victims compensation advocate, the Prosecuting Attorney agrees to hire an additional advocate and designate an advocate as the Victims Compensation point-of-contact for the Circuit.
  - (g) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 9a).
6. Budget Limitation: The approved budget total (see 9a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.
7. Matching Funds Requirement:
- (a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.
  - (b) The matching funds requirement for this MOA is 20% of the total approved continuation funding budget.

- (c) There is no match requirement on new funds provided to hire one or more victims' compensation advocates.
- (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 \$12 per hour.

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.

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	Due: <b>January 15, 2018</b>
Quarter 2	January 1 – March 31	Due: <b>April 15, 2018</b>
Quarter 3	April 1 – June 30	Due: <b>July 15, 2018</b>
Quarter 4	July 1 – September 30	Due: <b>October 15, 2018</b>

- (b) Outcome Performance Measurement Surveys (Bi-annual).

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

Period 1	November 1 – April 30	Due: <b>May 30, 2018</b>
Period 2	May 1 – October 31	Due: <b>November 30, 2018</b>

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

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than November 1,

2017. Separate budget worksheets are required for Continuation funding and New (victims compensation 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 Continuation funding and New (victims compensation advocate) funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2017	Due: <b>January 15, 2018</b>
Quarter 2	January 1 – March 31, 2018	Due: <b>April 15, 2018</b>
Quarter 3	April 1 – June 30, 2018	Due: <b>July 15, 2018</b>
Quarter 4	July 1 – September 30, 2018	Due: <b>October 15, 2018</b>

- (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, 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 five years from the completion of said project 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 effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

- (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
  - (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
  - (2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.
  - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.
  - (4) An assignment is made by the County for the benefit of creditors.
  - (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

18. Victims of Crime Act - Funding Conditions:

- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.
- (c) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.
- (d) The County and Prosecuting Attorney agree to comply with the most recent edition of the DOJ Financial Guide available at: <http://ojp.gov/financialguide/DOJ/index.htm>

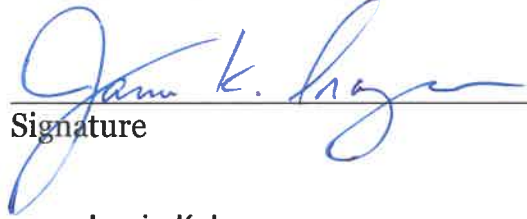
(e) The County and Prosecuting Attorney hereby assure and certify that it:

- (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,



PROSECUTING ATTORNEY EXECUTION:

  
Signature \_\_\_\_\_ Date signed by Prosecuting Attorney 11/1/17  
\_\_\_\_\_  
Jamie K. Inagawa  
Printed Name

The Honorable  
Solicitor-General, Fayette County

COUNTY EXECUTION:

\_\_\_\_\_  
Signature \_\_\_\_\_ Date signed by County \_\_\_\_\_  
Eric K. Maxwell  
Printed Name  
\_\_\_\_\_  
Chairman, Fayette County Board of Commissioners  
Title  
Designee for Fayette County

PACGA EXECUTION:

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

Charles A. Spahos  
Executive Director  
Prosecuting Attorneys' Council of Georgia  
1590 Adamson Parkway, Fourth Floor  
Morrow, Georgia 30260-1755

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

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

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

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


Fayette County Finance Dept.  
Attn: Ms. Amanda Schoonover  
140 Stonewall Avenue  
Fayetteville, GA 30214  
Telephone No.: 770-305-5112  
Email: [aschoonover@fayettecountyga.gov](mailto:aschoonover@fayettecountyga.gov)

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

Jamie K. Inagawa  
Attention: Tina Payne  
Fayette Co Solicitor-General's Office  
Fayette Co Justice Center  
1 Center Drive  
Fayetteville, GA 30214  
Telephone No.: 770-716-4256  
Email: [tpayne@fayettecountyga.gov](mailto:tpayne@fayettecountyga.gov)

**EXHIBIT B**  
**PACGA Policy 11.2**



 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

### **1. Purpose.**

This policy establishes policies, procedures and conditions that apply to all prosecution-based victim services programs that receive funding through 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 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 the Council 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.

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>


- (e) "VWAP" means a prosecution-based victim-witness assistance program operated by a funded office.

#### **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, and 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 Attorneys or Solicitors-General.**

- (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 funds 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 94.101 et seq.


 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (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 (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 the Council.

## **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;



 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>


- (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 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.

(A) Funded offices shall:

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (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;
- (iv) Provide assistance with letters, Victim Impact Statements, registration for Georgia Victim Impact Panel, facilitation of/accompaniment to Victim 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.**


 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

(A) Funded offices shall:

- (i) Assist victims with safety planning;
- (ii) Coordinate communication with necessary professionals concerning on-going activities of the defendant that place 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, etc.;
- (v) Provide information and advocacy regarding Temporary Protective Orders;
- (vi) Assist victims with notification requests to the county jail, Department of Corrections, Department of Community Supervision, and State Board of Pardons and Paroles regarding the defendant's release from incarceration and/or supervision; and
- (vii) Provide a comfortable waiting area apart from defendant's family and acquaintances;


(5) Assisting with the Criminal Justice System.

(A) Funded offices shall:

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (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);
- (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 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.;




 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (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 prosecutors' offices and the 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, sexual assault response team, elder abuse task force, 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, criminal justice process, and other relevant issues through pamphlets, handouts, presentations, referrals, internet, etc.

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>


(B) Funded offices may have personnel:

- (i) 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:

(A) 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 interviews 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 (e.g. photographs of victim's injuries, statements, etc.).
- (8) Post-conviction. If the accused is found guilty and sentenced to incarceration in the custody of the Georgia Department of Corrections (GDOC) or supervision by the Georgia Department of Community Supervision (GDCS) funded offices will connect the victim with the Georgia Office of Victim Services and assist the victim with registering for offender status notifications.

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

(c) Limited English Proficient Victims.

- (1) Funded offices shall provide access to services and literature in Spanish and other languages as needed
- (2) Each funded office must have a written plan that ensures 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 PAC documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Funded offices that provide hotline services will ensure that TTY machines are operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

For information and resources for providing services to LEP or disabled individuals, visit [LEP.gov](http://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.

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

(d) Equal Opportunity.

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



 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>


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 a 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.

(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 a waiver is submitted to and approved by the Federal government that indicates that 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) Funded offices are required to complete an annual certification indicating the use of volunteers.
- (c) Each funded office agrees to meet any minimum volunteer requirements set forth by CJCC in the Special Conditions unless the requirement is waived in writing by CJCC.

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (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.
- (e) Funded offices wishing to claim volunteer hours as in-kind match may do so at the standard rate for the provision of direct services by a volunteer of \$12.00 per hour. Higher rates must be pre-approved by CJCC.
- (f) Funded offices must document direct service volunteer hours provided as in-kind match both with individual timesheets completed by each volunteer and through the use of CJCC's monthly volunteer time log or any other form or certification CJCC implements for the use of documenting volunteer time.

#### **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);

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

(6) The Age Discrimination Act of 1975 - 42 U.S.C. § 6101; and,


(7) Equal Treatment for Faith-Based Organizations - 28 C.F.R. § 38.1 et seq. (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, national origin or sex, the funded office must submit a copy of the finding to the Council, the CJCC and the OJP Office of Civil Rights.

#### **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.

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

### **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.


### **12. Political Activity.**

- (a) The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. § 7323, (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 (EEO). The plan must cover the grant period specified in the grant




 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

application submitted by the Council, and an EEOP certification form be submitted directly to the Federal Government. If an office needs technical assistance in preparing an Equal Employment Opportunity Plan, they should 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, the Council 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.
- (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. Use of Timesheets for Personnel**

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (a) All VOCA funded staff (whether funded with Federal or matching funds) and direct victim service volunteers must maintain timesheets as specified by CJCC. Timesheets should be maintained on file where the staff member is employed and submitted to PAC or CJCC upon request.


#### **16. Use of Federal Funds for Personnel Only**

- (a) The Council requires that all Federal funds pay for costs of personnel only, unless, through a competitive process, CJCC has awarded Federal funds specifically for non-personnel items.
- (1) Funded offices seeking an exception to use Federal funds to pay for non-personnel costs must submit their request in writing to the Council for approval prior to expending funds.
- (b) Matching funds may be used to pay for any allowable cost item, subject to limitations set forth by CJCC or the Council. Under this project, the Council specifically reserves the right to prohibit expenditures related to purchases of equipment costing \$5,000 or more.

#### **17. Allowable Direct Service Costs.**


The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office and include only the pro-rated share related to providing direct victim services. Direct services for which VOCA funds may be used include, but are not limited to the following:

- (a) *Immediate Health and Safety.* Those services which respond to the immediate emotional, psychological, and physical needs (excluding medical care) of crime victims such as:
- (1) Crisis intervention;
- (2) Accompaniment to hospitals for medical examinations;

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>


- (3) Hotline counseling;
  - (4) Safety planning;
  - (5) Emergency food, clothing, transportation, and shelter
  - (6) Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed;
  - (7) Short-term (up to 45 days) nursing home, adult foster care, or group home placement for adults for whom no other safe, short-term residence is available;
  - (8) Window, door, or lock replacement or repair, and other repairs necessary to ensure victim's safety;
  - (9) Emergency legal assistance, such as filing for restraining orders or protective orders, and obtaining emergency custody orders and visitation rights;
  - (10) Costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's (or in the case of a minor child, the victim's parent's or guardian's) health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Nonprescription and prescription medicine, durable medical equipment (such as wheelchairs, crutches, hearing aids, eyeglasses), and other healthcare items are allowed, and
- ;

- (b) *Personal advocacy and emotional support.* Personal advocacy and emotional support including, but not limited to:


 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (1) Working with a victim to assess the impact of the crime;
  - (2) Identification of victim's needs;
  - (3) Case management;
  - (4) Management of the practical problems created by the victimization
  - (5) Identification of resources available to the victim;
  - (6) Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed, or;
  - (7) Traditional, cultural, and/or alternative therapy/healing (e.g. art therapy, yoga).
- (c) *Mental Health Counseling and Care.* Mental health counseling and care, including, but not limited to, outpatient therapy/counseling (including, but not limited to, substance abuse treatment so long as the treatment is directly related to the victimization) provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered;
- (d) *Peer-support.* Including but not limited to, activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support;
- (e) *Facilitation of participation in criminal justice and other public proceedings arising from the crime.* The provision of services and payment of costs that help victims participate in the criminal justice system and in other public proceedings arising from the crime (e.g. juvenile justice hearings, civil commitment proceedings), including, but not limited to:
- (1) Advocacy on behalf of the victim;



 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>


- (2) Accompanying a victim to offices and court;
  - (3) Transportation, meals and lodging to allow a victim who is not a witness to participate in a proceeding;
  - (4) Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
  - (5) Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceedings;
  - (6) Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
  - (7) Assistance with Victim Impact Statements;
  - (8) Assistance in recovering property that was retained as evidence, or;
  - (9) Assistance with restitution advocacy on behalf of crime victims.
- (f) *Legal assistance.* Legal assistance services (including, but not limited to, those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization. Such services include, but are not limited to:
- (1) Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding, or;

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (2) Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization.
- (g) *Transportation.* Transportation of victims to receive services and to participate in criminal justice proceedings;
- (h) *Public awareness.* Public awareness and education presentations (including, but not limited to, the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance;
- (i) *Transitional housing.* Subject to any restriction on amount, length of time, and eligible crimes set forth by CJCC, transitional housing for victims (generally, those who have a particular need for such housing, and who cannot safely return to their previous housing, due to the circumstances of the victimization), including, but not limited to, travel, rental assistance, security deposits, utilities, and other costs incidental to the relocation to such housing, as well as voluntary support services such as childcare and counseling;
- (j) *Relocation.* Subject to any restriction on amount, length of time, and eligible crimes set forth by CJCC, relocation of victims (generally, where necessary for the safety and well-being of a victim), including, but not limited to, reasonable moving expenses, security deposits on housing, rental expenses, and utility startup costs.


## **18. Allowable Costs for Activities Supporting Direct 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 and include only the pro-rated share related to providing direct victim services.

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

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:


- (1) *Coordination of activities.* Coordination activities that facilitate the provision of direct services, include, but are not limited to, statewide coordination of victim notification systems, crisis response teams, multi-disciplinary teams, coalitions to support and assist victims, and other such programs, and salaries and expenses of such coordinators (Please note: due to the eligibility requirements of the VOCA Assistance Grant Program, this item is not intended to allow the funding of statewide coalitions that do not provide direct services);
- (2) *Supervision of direct service providers.* Payment of salaries and expenses of supervisory staff in a project, when CJCC determines that such staff are necessary and effectively facilitate the provision of direct services;
- (3) *Multisystem, interagency, multidisciplinary response to crime victim needs.* Activities that support a coordinated and comprehensive response to crime victims needs by direct service providers, including, but not limited to, payment of salaries and expenses of direct service staff serving on child and adult abuse multidisciplinary investigation and treatment teams, coordination with federal agencies to provide services to victims of federal crimes and/or participation on statewide or other task forces, work groups, and committees to develop protocols, interagency, and other working agreements;
- (4) *Contracts for professional services.* Contracting for specialized professional services (e.g. psychological/psychiatric consultation, legal services, interpreters), at a rate not to exceed a reasonable market rate, that are not available within the organization;
- (5) *Automated systems and technology.* Subject to the provisions of the DOJ Grants Financial Guide and government-wide grant rules relating to acquisition, use and disposition of property purchased with federal funds, procuring automated systems and

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

technology that support delivery of direct services to victims (e.g., automated information and referral systems, email systems that allow communications among victim service providers, automated case-tracking and management systems, smartphones, computer equipment, and victim notification systems), including, but not limited to, procurement of personnel, hardware, and other items, as determined by CJCC after considering:

- (A) Whether such procurement will enhance direct services;
  - (B) How any acquisition will be integrated into and/or enhance the program's current system;
  - (C) The cost of installation;
  - (D) The cost of training staff to use the automated systems and technology;
  - (E) The ongoing operational cost, such as maintenance agreements or supplies, and;
  - (F) How additional costs relating to any acquisition will be supported (Please note: In an effort to avoid duplication and coordinate large scale technology projects, CJCC must pre-approve all expenditures related to automated systems and technology.
  - (G) 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 the Council.
- (6) *Volunteer trainings.* Activities in support of training volunteers on how to provide direct services when such services will be provided primarily by volunteers.




 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

### 19. Allowable Administrative Costs.


The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office and include only the pro-rated share related to providing direct victim services.

Administrative costs for which VOCA funds may be used by funded offices include, but are not limited to, the following::

- (1) *Personnel costs.* Personnel costs that are directly related to providing direct services and supporting activities, such as staff and coordinator salaries expenses (including fringe benefits), and a pro-rated share of liability insurance;
- (2) *Skills training for staff.* Training exclusively for developing the skills of direct service providers including paid staff (both VOCA-funded and not) and volunteers, so that they are better able to offer quality services, including, but not limited to, manuals, books, videoconferencing, electronic training resources, and other materials and resources related to training. Conferences must be pre-approved by CJCC.
- (3) *Training-related travel.* Costs such as travel (in-State, regional, and national) including meals, lodging registration fees and other travel costs for paid direct service staff (both VOCA-funded and not);
  - (A) 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 Council's Rules. Reimbursement rates must follow local, State or Federal rates, whichever is lowest.

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (4) *Organizational Expenses.* Organizational expenses that are necessary and essential to providing direct services and other allowable victim services, including, but not limited to, the prorated costs of rent; utilities; local travel expenses for service providers; and required minor building adaptations necessary to meet the Department of Justice standards implementing the Americans with Disabilities Act and/or minor modifications that would improve the program's ability to provide services to victims (Please note: construction costs are generally not allowed; please contact CJCC if you are considering applying for funds for any type of building adaptations or modifications);
- (5) *Equipment and furniture.* Subject to limitations set forth by the Council and CJCC, expenses of procuring furniture and equipment that facilitate the delivery of direct services (e.g., mobile communication devices, telephones, braille and TTY/TDD equipment, computers and printers, video cameras and recorders for documenting and reviewing interviews with children, two-way mirrors, colposcopes, digital cameras, and equipment and furniture for shelters, work spaces, victim waiting rooms, and children's play areas), except that the VOCA grant may be charged only the prorated share of an item that is not used exclusively for victim-related activities;
- (A) 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.
- (B) Funded offices cannot use VOCA funds to purchase supplies for another organization or individual to perform a victim related service.


 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

(6) *Operating costs.* Operating costs include but are not limited to the pro-rated share of:

- (A) Supplies
- (B) Equipment use fees
- (C) Property insurance,
- (D) Printing, photocopying, and postage;
- (E) Courier service;
- (F) Brochures that describe available services;
- (G) Books and other victim-related materials;
- (H) Computer backup files/tapes and storage;
- (I) Security systems;
- (J) Design and maintenance of Web sites and social media, or;
- (K) Essential communication services such as web hosts and mobile device services.

(7) *VOCA administrative time.* Costs of administrative time spent performing the following:

- (A) Completing VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics;

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>


- (B) Collecting and maintaining crime victims' records;
  - (C) Conducting victim satisfaction surveys and needs assessments to improve victim services delivery in the project, and;
  - (D) Funding the pro-rated share of audit costs.
- (8) *Leasing or purchasing vehicles.* Costs of leasing or purchasing vehicles, as determined by CJCC after considering, at a minimum, if the vehicle is essential to the provision of direct services;
- (9) *Maintenance, repair, or replacement of essential items.* Costs of maintenance, repair, and replacement of items that contribute to maintenance of a healthy or safe environment for crime victims (such as a furnace in a shelter; and routine maintenance, repair costs, and automobile insurance for leased vehicles), as determined by CJCC after considering, at a minimum, if other sources of funding are available;
- (10) *Project evaluation.* Costs of evaluations of specific projects (in order to determine effectiveness), within the limits set by CJCC. Please note: expenses of this type require pre-approval by CJCC.

## 20. Expressly Unallowable Costs.

No VOCA funds may be used to fund or support the following:

- (1) *Lobbying.* Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. 1913), whether conducted directly or indirectly;




 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (2) *Research and studies.* Research and studies, except for project evaluation under 28 CFR § 94.121(j);
- (3) *Active investigation and prosecution of criminal activities.* The active investigation and prosecution of criminal activity, except for the provision of victim assistance services (e.g., emotional support, advocacy, and legal services) to crime victims under 28 CFR § 94.119, during such investigation and prosecution;
- (4) *Fundraising.* Any activities related to fundraising, except for fee-based, or similar, program income authorized by CJCC;
- (5) *Capital expenses.* Capital improvements, property losses and expenses, real estate purchases, mortgage payments, and construction (except as specifically allowed by CJCC);
- (6) *Compensation for victims of crime.* Reimbursement of crime victims for expenses incurred as a result of a crime;
- (7) *Medical care.*
- (8) *Salaries and expenses of management.* Salaries, benefits, fees, furniture, equipment, and other expenses of executive directors, board members, and other administrators.

## **21. 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>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (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).

## **22. Reporting Fraud or Criminal Activity Involving Grant Funds.**


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

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

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

- (c) Additional information is available from the DOJ OIG website at:  
<http://www.justice.gov/oig/hotline/>

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

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (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.).

#### **24. Compliance with Federal Uniform Guidance and Audit Requirements.**


- (a) Funded offices must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. §200.0 et seq., as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. §2800.101 et seq. 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. §200.0 et seq. (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

#### **25. 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.

#### **26. Records & Reports; Use of TRACKER.**

- (a) As used in this section:

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

- (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 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.

 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

(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.

## **27. Prior Approval Required for Certain Contracts or Subcontracts.**


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

## **28. 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 if 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



 <b>Prosecuting Attorneys' Council of Georgia</b>		
<b>Policies &amp; Procedures</b>		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
<b>11.2</b>	<b>Victim Services</b>	<b>Victims of Crimes Act - Funding Conditions</b>

(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.

**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

**VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM**

**SPECIAL CONDITIONS**

**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

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

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 2017 award.

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

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 

2. 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 

3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). 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 TTY machine is 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 TTY answering procedures.

Initials 

4. All subgrantees of Federal financial assistance, regardless of the particular funding source, the

**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, 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:

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 has to 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 <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 has to 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 has to 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 [EEOsubmission@usdoj.gov](mailto:EEOsubmission@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

**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

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 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 subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The details of subgrantee obligations are posted on OJP's website at <https://www.ojp.gov/funding/sam.htm>.

Initials 

9. The subgrantee agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide") 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 (b)(2), 42 U.S.C. 10603(a)(2), (b)(1), (b)(2), applicable program guidelines and regulations, and program rules (28 C.F.R. part 94), 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 agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment,

**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

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 agrees to seek prior approval and comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing use of federal funds from this award for expenses related to conferences, 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 rules applicable to this award appears in the DOJ Grants Financial Guide (in the "Post-award Requirements" section).

Initials 

14. The subgrantee agrees to comply with all the requirements of the DOJ's Regulations on the Confidentiality of Identifiable Research and Statistical Information. The subgrantee agrees that any information identifiable to a private person that is collected as part of this grant will be used for research and statistical purposes only and acknowledges that these data are immune from legal process. The subgrantee agrees to follow all the requirements for subject notification, information transfer agreements, and final disposition of data.

Initials 

15. 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 

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

Initials 

17. 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 

18. 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 



**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

19. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages grantees and subgrantees to 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 

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

Initials 

21. 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

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 

22. The subgrantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrantee agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the subgrantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction (28 C.F.R. Part 61, App. D). The subgrantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Initials 

23. 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 

**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

24. 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 

25. 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 

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

Initials 

27. 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 

28. All non-profit subgrantees under this award must make their financial statements available online (either subgrantee's or another publicly available website). OVC will consider subgrantee organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

Initials 

29. 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 

30. 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 

**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

31. 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 

32. 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 

33. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted through CJCC. Staff and supervisors must provide a certificate of completion as proof of attendance. Only trainings received since 2015 meet this requirement. Victim's Compensation 101 also may be applied toward training requirements specified by the subgrantee agency's core service requirements.

Initials 

34. The subgrantee must submit SAR #1 with the completed award package. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by CJCC 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 CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by CJCC.

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 

35. 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 

36. 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 

37. 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).

**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

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.

Initials 

38. 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.

Initials 

39. 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.

- i. 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.
- ii. 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 30<sup>th</sup>.

Initials 

40. 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.

Initials 

41. Unless the subgrantee receives a written waiver from CJCC, all VOCA subgrantees must provide a 20% match contribution of cash and/or in-kind dollars. Match must 1) be derived from non-federal sources, 2) are restricted to the same uses as the awarded funds, and 3) must be expended within the grant period.

Initials 

42. The subgrantee must use volunteer hours to be eligible for VOCA funds but is not required to submit volunteer hours to meet the 20% match requirement. 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



**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

deviation from this requirement must be requested in writing to CJCC utilizing the volunteer requirement waiver request form.

When using volunteer hours to satisfy the match requirement, the subgrantee agrees to utilize project volunteers that provide direct services as defined under the Victims of Crime Act. In order to comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. The subgrantee shall provide a copy of the contract between each volunteer and the subgrantee identifying responsibilities for both parties and, with each SER, a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record, both available at <https://cjcc.georgia.gov/grant-forms-publications>. The subgrantee shall submit an explanation of "other" volunteer services not listed on the Monthly Volunteer Time Record with each SER, as applicable. Volunteer time spent on administrative activities not related to the grant program, such as board member meetings, are unallowable.

Initials 

43. 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 

44. 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.

Initials 

45. 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 

46. 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 

47. 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 

48. 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,



**SUBGRANT NUMBER: C16-8-207 (continuation)**  
**SUBGRANT NUMBER: C15-8-374 (comp advocates)**

**SPECIAL CONDITIONS**

paper, and documents related to the VOCA grant.

Initials                     

49. Subgrantee agencies are subject to regular compliance monitoring activities by CJCC staff. Compliance monitoring includes activities include site visits or desk reviews of all documentation related to the award. Subgrantee agencies will be scheduled randomly for site visits and desk reviews annually. The subgrantee agency agrees to comply with all compliance monitoring activities.

Initials                     

50. 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                     

51. 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                     

52. The subgrantee agrees to activate the agency's award within 90 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                     

53. No subgrantee under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that explicitly or implicitly prohibits or otherwise restricts 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.

In accepting this award, the subgrantee –

- i. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (explicitly or implicitly) employees or contractors from reporting waste, fraud, or abuse as described above,
- ii. 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 (explicitly or implicitly), reporting of waste, fraud, or abuse as described above it will immediately stop any further obligations of award funds, provide prompt written notification to CJCC, and resume (or permit resumption of) such obligations only if expressly authorized to do so by CJCC,
- iii. Represents that it has determined that no other entity the subgrantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (explicitly or implicitly)

SUBGRANT NUMBER: C16-8-207 (continuation)  
 SUBGRANT NUMBER: C15-8-374 (comp advocates)

**SPECIAL CONDITIONS**

employees or contractors from reporting waste, fraud, or abuse as described above,

- iv. Represents that it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and
- v. Certifies that if it learns or is notified that any subgrantee, 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 (explicitly or implicitly), reporting of waste, fraud, or abuse as described above it will immediately stop any further obligations of award funds to or by that entity, provide prompt written notification to CJCC making this award, and resume (or permit resumption of) such obligations only if expressly authorized to do so by CJCC.

Initials 

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

Faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by subgrantees.

Initials 

- 55. The subgrantee agrees to submit any and 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 #36. The subgrantee agrees to provide a schedule of board meetings for the grant year inclusive of each meeting's date, time, and location.

Initials 

- 56. **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. and 10) When submitting applications for victims of DUI inform/assist victims with the DUI memorial sign application.

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

Eric K. Maxwell, Chairman, Fayette County Board of Commissioners

Print Authorized Official Name

Title

DA/SG Signature

Date

Jamie K. Inagawa, Solicitor General Fayette County

Print DA/SGI Name

### Additional Requirements

1. The Subgrantee's DUNS # is 099634883
2. The Subgrantee understands and agrees that all grant-funded staff including volunteers and those staff that provide a cash match are required to keep timesheets.

Initials: 

3. The Subgrantee 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: 

## 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

11-1-17

Date

Jamie K. Inagawa

Printed Name of District Attorney or Solicitor-General



## DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

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

### **A. Project Director**

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

### **B. Financial Officer**

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

### **C. Authorized Official**

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

## DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: FAYETTE COUNTY BOARD OF COMMISSIONERS

PROJECT TITLE: FAYETTE COUNTY SOLICITOR - VWAP

GRANT NUMBER: C16-8-207

☐ Mr.  
☒ Ms.

**TINA T. PAYNE**

PROJECT DIRECTOR NAME (Type or Print)  
**OFFICE SUPERVISOR, FAYETTE COUNTY SOLICITOR OFFICE**

Title and Agency  
**FAYETTE COUNTY JUSTICE CENTER 1 CENTER DRIVE FAYETTEVILLE, GA. 30214**

Official Agency Mailing Address City Zip  
**770-716-4256 770-719-5521**

Daytime Telephone Number Fax Number  
**tpayne@fayettecountyga.gov**

E-Mail Address

☐ Mr.  
☒ Ms.

**MARY PARROTT**

FINANCIAL OFFICER (Type or Print)  
**CFO, FAYETTE COUNTY BOARD OF COMMISSIONERS**

Title and Agency  
**140 STONEWALL AVE., W. SUITE 101 FAYETTEVILLE, GA 30214**

Official Agency Mailing Address City Zip  
**770-305-5235 770-719-5535**

Daytime Telephone Number Fax Number  
**mparrott@fayettecountyga.gov**

E-Mail Address

☒ Mr.  
☐ Ms.

**JAMIE K. INAGAWA**

DA or SG (Type or Print)  
**SOLICITOR GENERAL FAYETTE COUNTY**

Title and Agency  
**FAYETTE COUNTY JUSTICE CENTER 1 CENTER DRIVE FAYETTEVILLE, GA. 30214**

Official Agency Mailing Address City Zip  
**770-716-4260 770-716-4858**


Daytime Telephone Number Fax Number  
**jinaagawa@fayettecountyga.gov**

E-Mail Address

**Prosecuting Attorneys' Council of Georgia**  
**VOCA Reimbursement Selection Form**

AGENCY NAME: FAYETTE COUNTY BOARD OF COMMISSIONERS

**SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)**

 **Electronic Funds Transfer** (Reimbursements will be deposited into the bank account listed below. A voided check **MUST** be attached to ensure proper routing of funds. **For reimbursements to be deposited into an account other than the county –e.g. DA's Operating Account, etc.—the County Commission must sign below or submit a letter authorizing such deposits)**

Bank Name: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_


Bank Account Number: \_\_\_\_\_

Agency Contact Name: \_\_\_\_\_

Agency Contact Telephone Number: \_\_\_\_\_

Agency Authorized Official Name and Title: \_\_\_\_\_

Agency Authorized Official Signature: \_\_\_\_\_

 **Check** (Reimbursements will be mailed in the form of a check to the address listed below. For payments to be made to an entity other than the county –e.g. DA's Office, VWAP Program, etc.—the county must submit a letter authorizing such payments)

Mailing Address: 140 STONEWALL AVENUE WEST, SUITE 101

City, State & Zip: FAYETTEVILLE, GA. 30214

Attention: MARY PARROTT

Agency Authorized Official Signature: \_\_\_\_\_

**VENDOR MANAGEMENT FORM (TeamWorks)**

*The initiating Agency will submit this form to the Vendor Management Group for verification and approval. Agency must complete section 5 of the form to obtain approval.*

**SECTION 1 – VENDOR IDENTIFICATION (COMPLETE ALL APPLICABLE FIELDS)**

VENDOR NUMBER: \_\_\_\_\_ FEI/SSN/EMP ID NUMBER: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

PAYMENT ALT NAME: (IF CHECK IS TO BE PAYABLE IN A DIFFERENT NAME) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

PYMT REMIT EMAIL \_\_\_\_\_ LOC # \_\_\_\_\_

PYMT REMIT EMAIL \_\_\_\_\_ LOC # \_\_\_\_\_

**SECTION 2 – BANK ACCOUNT INFORMATION (ATTACH COPY OF VOIDED CHECK)**

ROUTING # \_\_\_\_\_ BANK ACCOUNT # \_\_\_\_\_

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments☐ Check here if this account can only be used for a SPECIFIC purpose \_\_\_\_\_  
(Indicate specific purpose for which this account can be used)

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

(Vendor Printed Name)

(Vendor Signature)

(Date)

**SECTION 3 – SPECIFY TYPE OF ACTION (CHECK ALL THAT APPLY)**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> New Vendor                  | <input type="checkbox"/> E-Payable                          | <input type="checkbox"/> 1099 Code _____                      |
| <input type="checkbox"/> Classification Change _____ | <input type="checkbox"/> Add address                        | <input type="checkbox"/> FEI/TIN Change**                     |
| <input type="checkbox"/> Name Change**               | <input type="checkbox"/> Change of Address: Address # _____ | <input type="checkbox"/> Other (provide details in Section 4) |
| <input type="checkbox"/> Bank Account Add            | <input type="checkbox"/> Bank Account Change                | <input type="checkbox"/> Bank Account Delete                  |

Documentation for Vendor Name/TIN changes must include at least one of the following: IRS documentation (tax documents, FEI issuance letter, etc); Confirmation from Secretary of State's office of legal name change OR a newly completed W-9 form provided by the vendor.

**SIC CODES (CHECK ALL THAT APPLY)**

- |  |  |   |   |   |
|--|--|---|---|---|
| <input type="checkbox"/> Small Business    | <input type="checkbox"/> Women Owned                 | <input type="checkbox"/> Minority Business Enterprise | <input type="checkbox"/> African American | <input type="checkbox"/> Asian American   |
| <input type="checkbox"/> GA Based Business | <input type="checkbox"/> Minority Business Certified | <input type="checkbox"/> Hispanic-Latino              | <input type="checkbox"/> Native American  | <input type="checkbox"/> Pacific Islander |

**SECTION 4 – ADDITIONAL COMMENTS****SECTION 5 – STATE OF GEORGIA AGENCY CONTACT INFORMATION (OFFICE USE ONLY)**

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

Requestor Name: \_\_\_\_\_ Agency BU#: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

## **Guide to Completing the Disclosure of Lobbying Activities Form**

1. Disclosure of Lobbying Activities (complete as follows):
  - a. Section 1: Write/Type "B"
  - b. Section 2: Write/Type "B"
  - c. Section 3: Write/Type "A"
  - d. Section 4: Check "Subwardee"
  - e. Section 5: Write/Type "State of Georgia, Criminal Justice Coordinating Council, 104 Marietta Street, Suite 440, Atlanta, GA 30303:"
  - f. Section 6 Write/Type "U.S. Department of Justice, Office of Justice Programs."
  - g. Section 1: Write/Type "Victims of Crime Act Formula Grant Program." CFDA 16.575
  - h. Section 10a: Your agency information
  - i. Section 10b: Leave blank
  - j. Sign and date



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Page 125 of 251  
Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  STATE OF GEORGIA, CRIMINAL JUSTICE COORDINATING COUNCIL 104 MARIETTA STREET SUITE 440 ATLANTA, GA. 30303		
<b>6. Federal Department/Agency:</b>  U.S. DEPT. OF JUSTICE, OFFICE OF JUSTICE PROGRAMS			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: <u>16.575</u>		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>  \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  FAYETTE COUNTY BOARD OF COMMISSIONERS			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature _____ Print Name: <u>ERIC K. MAXWELL</u> Title: <u>CHAIRMAN, FAYETTE CO BOARD OF COMMISSIONERS</u> Telephone No.: <u>770.305.5104</u> Date: _____		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

OMB APPROVAL NO. 1121-0140  
EXPIRES 01/31/2006

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
  - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

---

Signature **ERIC K. MAXWELL, CHAIRMAN**  
**FAYETTE COUNTY BOARD OF COMMISSIONERS**

---

Date



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

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

### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1 CENTER DRIVE FAYETTEVILLE, GA. 30214**

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

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

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

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

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

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

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

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

1. Grantee Name and Address:

**FAYETTE COUNTY BOARD OF COMMISSIONERS  
140 STONEWALL AVENUE, WEST, SUITE 100  
FAYETTEVILLE, GA 30214**

2. Application Number and/or Project Name

**2017 – 2018 VOCA AWARD**

3. Grantee IRS/Vendor Number

4. Printed Name and Title of County Official

**ERIC K. MAXWELL, CHAIRMAN**

5. County Official Signature

6. Date



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

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

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

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

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

**ERIC K. MAXWELL, CHAIRMAN**

Name and Title of Authorized Representative

Signature

Date

**FAYETTE COUNTY BOARD OF COMMISSIONERS**

Name of Organization

**140 STONEWALL AVENUE W., SUITE 100 FAYETTEVILLE, GA 30214**

Address of Organization

## AUDIT REQUIREMENTS

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

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

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

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

**Please provide the following information:**

**Period of Fiscal Year:** JULY 1 – JUNE 30

**Date of Last Audit:** DECEMBER 2017

**Date of Next Audit:** DECEMBER 2018

**Anticipated Date Next  
Scheduled Audit Will  
Be Forwarded to the  
Council:**

not applicable

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

## CIVIL RIGHTS REQUIREMENTS

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

- |     |  |  |
|-----|--|--|
| (1) | <b>Civil Rights Contact Person:</b>  | <b>LEWIS PATTERSON</b>                 |
| (2) | <b>Title/Address:</b>  | <b>DIRECTOR, HUMAN RESOURCES</b>       |
|     |  | <b>140 STONEWALL AVE.W., SUITE 213</b> |
|     |  | <b>FAYETTEVILLE, GA. 30214</b>         |
| (3) | <b>Telephone Number:</b>   | <b>770-305-5418</b>                    |
| (4) | <b>Number of persons employed<br/>by the organizational unit<br/>(agency) responsible for<br/>administering the sub-grant:</b> | <b>757 (SOLICITOR'S OFFICE – 10)</b>   |

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

# Request for Taxpayer Identification Number and Certification

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

**FAYETTE COUNTY BOARD OF COMMISSIONERS**

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor      ☐ C Corporation      ☐ S Corporation      ☐ Partnership      ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
- ☒ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting  
code (if any)

Address (number, street, and apt. or suite no.)

**140 STONEWALL AVE., W., SUITE 100**

Requester's name and address (optional)

City, state, and ZIP code

**FAYETTEVILLE, GA. 30214**

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Employer identification number

5	8	-	6	0	0	0	8	2	6
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

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

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.



**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one); but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# COUNTY AGENDA REQUEST

Page 136 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of the proposed 2018 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County and authorization for the Chairman to sign the LMIG Application and related documents.

## Background/History/Details:

The Georgia Department of Transportation's LMIG program is designed to help local governments make needed improvements to local and state roads. Fayette County's LMIG formula amount for FY 2018 is \$821,817.40.

In accordance with LMIG program guidelines, County staff has prepared a project list in excess of this amount. The focus of the 2018 list is on roadway pavement maintenance; including resurfacing, crack-sealing, striping, raised pavement markers and stone (for gravel roads). A minimum 30 percent match of the LMIG funding is required on all projects.

Fayette County's LMIG application and project list must be submitted to GDOT by January 1, 2018. A check for the grant, up to \$821,817.40 will then be sent to Fayette County.

## What action are you seeking from the Board of Commissioners?

Approval of the proposed 2018 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County and authorization for the Chairman to sign the LMIG Application and related documents.

## If this item requires funding, please describe:

Currently \$990,670 of the \$1,068,362.62 (State portion plus the 30% local match) is available in the Road Department's FY18 M/O budget. Difference of \$77,692.62 will either need to be added to the current FY18 budget or be included in the Road's FY18 budget.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

June 1, 2017

Erik Maxwell, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue West  
Fayetteville, Georgia 30214

**RE: Fiscal Year 2018 Local Maintenance & Improvement Grant (LMIG) Program**

Dear Chairman Maxwell:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2018 LMIG Program on July 1, 2016. Please complete the attached application along with your Project Report form containing the road name, length of project, termini, type of work, project cost and construction let date. As a reminder, please mail your application package to the Thomaston District Office at **115 Transportation Blvd, Thomaston, Georgia 30286 Attn: Dane Bishop** instead of the Local Grants Office in Atlanta. All LMIG applications must be received in the District Office no later than January 1, 2018.

Your formula amount for the 2018 Program is **\$821,817.40**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The General Guidelines and Rules and other pertinent reports can be found on the Department's website at [www.dot.ga.gov/ps/local/lmig](http://www.dot.ga.gov/ps/local/lmig). We must receive a satisfactory status letter of your previous LMIG Grants before approval can be given on your FY 2018 application. Random audits will be conducted and a satisfactory status of your previous LMIG Grants must be received before approval can be given on your FY 2018 application.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Russell R. McMurry".

Russell R. McMurry, P.E.  
Commissioner

RRM:TLG  
Attachments

cc: Mr. Michael Presley, P.E.; Hon. Debra Bazemore; Hon. Derrick Jackson; Hon. David Stover; Hon. Josh Bonner; Hon. Karen Mathiak; Hon. Marty Harbin; Hon. Valencia Seay; Files

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2018  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT INFORMATION**

Date of Application: \_\_\_\_\_

Name of local government: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Contact Person's Phone Number: \_\_\_\_\_

Contact Person's Fax Number: \_\_\_\_\_

Contact Person's Email: \_\_\_\_\_

Is the Priority List attached?

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title), on behalf of \_\_\_\_\_ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.



**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2018**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me,

\_\_\_\_\_  
(Print)

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor / Commission Chairperson

In the presence of:

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

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

\_\_\_\_\_  
My Commission Expires:

NOTARY SEAL:

**FOR GDOT USE ONLY**

The local government's Application is hereby granted and the amount allocated to the local government is \_\_\_\_\_. Such allocation must be spent on any or all of those projects listed in the Project List.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Terry L Gable  
Local Grants Administrator

COUNTY / CITY

[illegible]

### GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
  - a. Overview of type of project(s) being requested
  - b. Status of previous LMIG funding
  - c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
  - a. Signature of Mayor or County Commission Chairperson
  - b. County/City Seal
  - c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.

**2018 LMIG PROJECT REPORT**  
**COUNTY/CITY: FAYETTE COUNTY**

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	SY	DESCRIPTION OF WORK	PROJECT COST
Amberwood Drive	Emerald Lake Dr	Dead End	0.10	1075.86	Milling & Resurfacing	\$5,045.76
Aristocrat Court	Zelkova Drive	Dead End	0.10	1574.57	Milling & Resurfacing	\$7,384.71
Arlington Trace	Ebenezer Rd	Dead End	0.20	2429.05	Milling & Resurfacing	\$11,392.25
Becca Court	Weeping Willow	Dead End	0.20	893.72	Milling & Resurfacing	\$4,191.53
Birch Court	Sycamore	Dead End	0.10	898.96	Milling & Resurfacing	\$4,216.12
Blackberry Run	Yates Dr	Lucky Leaf Pl	0.50	6409.63	Milling & Resurfacing	\$30,061.18
Bon Ami Court	Dix-Lee-On Dr	Dead End	0.10	1471.23	Milling & Resurfacing	\$6,900.06
Breakwater Way	Deep River Rd	Dead End	0.20	1747.44	FDR & Resurfacing	\$28,063.89
Butterfield Lane	Pepperdine	Dead End	0.80	9531.49	Milling & Resurfacing	\$44,702.70
Carter Road	Cornith Rd	County Line	0.10	3300.60	Milling & Resurfacing	\$15,479.82
Chandler Way	Marion Blvd	Waldrop Way	0.50	5736.75	Milling & Resurfacing	\$26,905.34
Crepe Myrtle Way	Emerald Lake Dr	Dead End	0.10	446.67	Milling & Resurfacing	\$2,094.87
Deep River Road	Rocky Creek Ct	Dead End	0.20	2135.50	Milling & Resurfacing	\$16,656.93
Dix-Lee-On Court	Dix-Lee-On Dr	Monticello Way	0.10	1408.00	Milling & Resurfacing	\$6,603.52
Dix-Lee-On Drive	SR 279	Monticello Way	1.30	17759.22	Milling & Resurfacing	\$83,290.73
E. Lake Drive	W. Lake Dr	Janice Dr	0.40	4979.94	Milling & Resurfacing	\$23,355.91
Emerald Lake Court	Emerald Lake Dr	Dead End	0.10	1408.00	Milling & Resurfacing	\$6,603.52
Emerald Lake Drive	S. Jeff Davis	Emerald Lake Dr	1.50	19352.15	Milling & Resurfacing	\$90,761.58
Greenwood Court	Dead End	Dead End	0.20	1966.53	Milling & Resurfacing	\$9,223.03
Hamilton Glen Court	Ebenezer Rd	Dead End	0.10	2069.20	Milling & Resurfacing	\$9,704.55
Hights Hollow	Mountain Laurel	Dead End	0.10	857.91	Milling & Resurfacing	\$4,023.59
Hillside Drive	Valley Green Dr	Dead End	0.10	2326.50	Milling & Resurfacing	\$10,911.31
Jones Circle	SR 85	Bernard Road	0.70	10341.13	Milling & Resurfacing	\$48,499.91
Lakeside Drive	W. Lake Dr	End	0.10	1569.38	Milling & Resurfacing	\$7,360.37
Laurel Ridge Court	Ebenezer Rd	Dead End	0.10	1378.37	Milling & Resurfacing	\$6,464.53
Lucky Leaf Place	Blackberry	Dead End	0.20	2288.29	Milling & Resurfacing	\$10,732.08
Misty Forest Drive	Emerald Lake Dr	Emerald Lake Dr	0.20	3314.22	Milling & Resurfacing	\$15,543.69
Monticello Way	Dix-Lee-On Dr	Dix-Lee-On Dr	0.40	4809.13	Milling & Resurfacing	\$22,554.81
Mountain Laurel Way	Emerald Lake Dr	Dead End	0.30	3640.89	Milling & Resurfacing	\$17,075.76
<b><i>Muse Road</i></b>	<b><i>Lee's Lake Rd</i></b>	<b><i>Dead End</i></b>	<b><i>0.30</i></b>	<b><i>2897.48</i></b>	<b><i>Milling &amp; Resurfacing</i></b>	<b><i>\$13,589.19</i></b>
Octavia Court	Pepperdine	Dead End	0.10	919.71	Milling & Resurfacing	\$4,313.46
Pepperdine Way	Eastin Road	Dead End	0.50	6566.14	Milling & Resurfacing	\$30,795.21
Planters Walk	Sandy Creek Rd	Dead End	0.20	2053.32	Milling & Resurfacing	\$9,630.08
Redspire Lane	Hawn Road	Dead End	0.30	2681.90	Milling & Resurfacing	\$12,578.13
Rocky Creek Court	New Hope Rd	Dead End	0.20	2872.31	Milling & Resurfacing	\$22,404.01
Rolling Brook Trail	Redwine Rd	Rolling Meadow	0.40	6529.69	Milling & Resurfacing	\$50,931.60
Rolling Meadow Tr	Hawn Road	Dead End	0.60	6285.74	Milling & Resurfacing	\$49,028.80
Sandy Ridge Trail	Sandy Creek Rd	Dead End	0.30	4168.44	Milling & Resurfacing	\$19,549.97
Scott Boulevard	Tyrone Rd	Ellison Rd	0.70	8293.97	Milling & Resurfacing	\$38,898.71
Stonecreek Court	Cross Creek Trail	Dead End	0.20	1724.95	Milling & Resurfacing	\$8,090.01
Sycamore Bend	SR 314	Dead End	0.60	5177.39	Milling & Resurfacing	\$24,281.96
Valley Green Drive	Sandy Creek Rd	Greenwood Ct	0.20	4098.69	Milling & Resurfacing	\$19,222.88
Vista Lane	Weeping Willow	Dead End	0.30	4056.86	Milling & Resurfacing	\$19,026.66
W Lake Drive	Rivers Road	Dead End	0.30	3714.75	Milling & Resurfacing	\$17,422.17

Walden Drive	Brogdon Road	Walden Way	0.20	1525.98	Milling & Resurfacing	\$7,156.83
Walden Way	Dead End	Dead End	0.20	2435.08	Milling & Resurfacing	\$11,420.51
Waldrop Way	Dead End	Dead End	0.20	3379.46	Milling & Resurfacing	\$15,849.69
<b>Weeping Willow Way</b>	<b>Trammell Rd</b>	<b>Tyrone Rd</b>	<b>1.00</b>	<b>11867.50</b>	<b>Milling &amp; Resurfacing</b>	<b>\$55,658.60</b>
<b>Wisteria Court</b>	<b>Weeping Willow</b>	<b>Dead End</b>	<b>0.10</b>	<b>1272.25</b>	<b>Milling &amp; Resurfacing</b>	<b>\$5,966.84</b>
<b>Yates Drive</b>	<b>Eastin Road</b>	<b>Butterfield Ln</b>	<b>0.20</b>	<b>3945.37</b>	<b>Milling &amp; Resurfacing</b>	<b>\$30,773.88</b>
Zelkova Drive	Hawn Road	Dead End	0.50	7003.75	Milling & Resurfacing	\$32,847.60

16.70

\$1,075,240.80

Adams Court	Flat Creek Tr	Dead End	0.30	4004.27	Milling & Resurfacing	\$18,780.03
Baywatch Circle	County Line Rd	Dead End		5826.33	Milling & Resurfacing	\$27,325.49
<b>Benjamin Circle</b>	<b>Kenwood Road</b>	<b>Franklin Farms</b>	<b>0.40</b>	<b>11703.53</b>	<b>Milling &amp; Resurfacing</b>	<b>\$54,889.57</b>
Benjamin Court	Benjamin Cir	Dead End	0.10	1405.92	Milling & Resurfacing	\$6,593.77
<b>Catharine Lane</b>	<b>Benjamin Cir</b>	<b>Thorton Lane</b>	<b>0.10</b>	<b>2364.86</b>	<b>Milling &amp; Resurfacing</b>	<b>\$11,091.20</b>
<b>Charlotte Place</b>	<b>Busbin Road</b>	<b>Dead End</b>	<b>0.20</b>	<b>2198.90</b>	<b>Milling &amp; Resurfacing</b>	<b>\$10,312.83</b>
County Wide	N/A	N/A	N/A	N/A	Crack Sealing	\$10,000.00
County Wide	N/A	N/A	N/A	N/A	Striping & RPMs	\$20,000.00
County Wide	N/A	N/A	N/A	N/A	Add Rock to Dirt Roads	\$10,000.00
<b>Cross Creek Trail</b>	<b>Stoneridge Way</b>	<b>Dead End</b>	<b>0.30</b>	<b>3833.33</b>	<b>Milling &amp; Resurfacing</b>	<b>\$29,900.00</b>
Golden Glen Way	Old Magnolia	Dead End	0.10	1640.45	Milling & Resurfacing	\$12,795.48
Inman Road	SR 92	County Line Rd	3.00	43835.60	Milling & Resurfacing	\$265,205.37
<b>Janice Drive</b>	<b>E Lake Dr</b>	<b>Dead End</b>	<b>0.30</b>	<b>3691.95</b>	<b>Milling &amp; Resurfacing</b>	<b>\$17,315.24</b>
<b>Laura Lane</b>	<b>Busbin Road</b>	<b>Dead End</b>	<b>0.30</b>	<b>3790.69</b>	<b>Milling &amp; Resurfacing</b>	<b>\$17,778.34</b>
Old Road	SR 85	SR 279	0.20	5014.39	FDR & Resurfacing	\$80,531.16
Patriots Walk	Helmer Road	Dead End	0.30	3433.75	Milling & Resurfacing	\$16,104.28
Roxboro Court	Tandy Trace	Dead End	0.20	2151.56	Milling & Resurfacing	\$10,090.83
Sara Cove	Benjamin Cir	Dead End	0.10	717.85	Milling & Resurfacing	\$3,366.73
Shoreline Drive	County Line Rd	Dead End		6890.09	Milling & Resurfacing	\$32,314.50
Southwood Court	Kenwood Road	Dead End		4445.77	Milling & Resurfacing	\$20,850.67
<b>Tall Pine Drive</b>	<b>Patricia Ln</b>	<b>Gingercake Trail</b>	<b>0.40</b>	<b>5273.51</b>	<b>Milling &amp; Resurfacing</b>	<b>\$24,732.75</b>
<b>Thornton Lane</b>	<b>Kenwood Road</b>	<b>Dead End</b>	<b>0.48</b>	<b>8457.21</b>	<b>Milling &amp; Resurfacing</b>	<b>\$39,664.32</b>
Walter Way	Carnes Drive	Dead End	0.30	3308.36	Milling & Resurfacing	\$15,516.22

2018 Formula Amount \$821,817.40

2018 County Match \$246,545.22

2018 TOTAL \$1,068,362.62

**SPLOST DRAINAGE PROJECT**



**BOARD OF COUNTY COMMISSIONERS**

Eric K. Maxwell, Chairman  
Randy Ognio, Vice Chairman  
Steve Brown  
Charles W. Oddo  
Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. White, County Clerk  
Marlena Edwards, Deputy County Clerk



140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

**AGENDA**

October 26, 2017

6:30 p.m.

---

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

**Call to Order**

Chairman Eric Maxwell called the October 26, 2017 Board of Commissioners meeting to order at approximately 6:33 p.m. A quorum of the Board was present.

**Invocation and Pledge of Allegiance by Commissioner Charles Rousseau**

Commissioner Charles Rousseau offered the Invocation and led the audience and the Board in the Pledge of Allegiance.

**Acceptance of Agenda**

Commissioner Steve Brown moved to accept the agenda as written. Vice Chairman Randy Ognio seconded. The motion passed 5-0.

**PROCLAMATION/RECOGNITION:**

1. Recognition of John R. Hudson and Carol B. Hudson for funding Eagle Scout Samuel Snyder's scout project at Fayette County Animal Control and approval of a \$10,000 budget adjustment to account for the donation and associated expenditures.

Animal Control Director Jerry Collins introduced Mr. John and Mrs. Carol Hudson and Samuel Snyder. He stated that the Hudson's approached him wanting to donate to the animal shelter and that Samuel had also approached him requesting to do an Eagle Scout project at the shelter. He stated that he decided to put them together. The Eagle Scout project would consist of a pavilion in the back that would have runs for outside use for the dogs. He stated that the Hudson's donated a check for \$5,000 and was willing to fund more if needed. Chairman Maxwell read a letter of thanks to the Hudson's. Samuel was invited back to present his completed project. Samuel and Mr. Hudson offered comments. A copy of the request, identified as "Attachment 1", follows these minutes and is made an official part thereof.

**PUBLIC HEARING:**

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property*. A copy of the Introduction to Public Hearings for the Rezoning of Property, identified as "Attachment 2", follows these minutes and is made an official part thereof.

2. **Consideration of Petition No. T-020-17, Verizon Wireless, Owner, and Jenna E. Lee, Agent, request a reduction to the requirements of Sec. 110-150. to develop a 185-foot Monopole Telecommunication Tower to reduce the tower separation requirement of one (1) statute mile to 0.7 miles. This property is located in Land Lot 129 of the 4th District and fronts on SR 85 and 85 Hwy Connector.**

Mr. Frisina stated that this request was for the intersection of SR 85 and the 85 Highway Connector. The tower would be located at this property to provide coverage for the service area. The county's independent expert reviewed the findings and did concur with the findings from the applicant. The Planning Commission recommended approval.

David Kurt gave a brief presentation of this request. He stated that the towers that Verizon was currently on are at capacity which caused service to slow down and sometimes stop. He continued that the current tower was about 7/10 of a mile to the east and it did not meet the coverage and capacity needed.. He stated that Verizon was sensitive to the impact on Starr's Mill and a balloon test was used to determine if the tower would be seen from that area. It could not be seen.

Mr. Jerry Jones; Fayetteville, spoke in favor of the tower. He stated that he would like to see the tower installed.

No one spoke in opposition.

Vice Chairman Ognio moved to approve Petition No. T-020-17, Verizon Wireless, Owner, and Jenna E. Lee, Agent, request a reduction to the requirements of Sec. 110-150. to develop a 185-foot Monopole Telecommunication Tower to reduce the tower separation requirement of one (1) statute mile to 0.7 miles. This property is located in Land Lot 129 of the 4th District and fronts on SR 85 and 85 Hwy Connector. Commissioner Oddo seconded. Discussion followed.

Chairman Maxwell stated that he was provided a document regarding the county co-locating some county equipment on the tower if it was approved. He asked if there was an objection to that.

Mr. Kurt stated that there was no objection to that and that it was Verizon's policy to make space available and that he would work with the county to accommodate that request.

Vice Chairman Ognio amended the motion to add conditions to request space for county public safety equipment on the proposed cell tower between 130-160 feet at no cost to the county. Commissioner Oddo amended the second. Discussion followed.

Commissioner Brown asked if Verizon would build the tower or if a subcontractor would be hired. Mr. Kurt stated that Verizon would hire a subcontractor that worked with Verizon. Verizon would own the tower.

Vice Chairman Ognio stated that he rode by and he could not see the balloon.

Commissioner Rousseau asked for a point of clarity. He stated that Mr. Kurt mentioned during the presentation that Verizon had presence on the current tower and but then later said that Verizon "looked at" locating on the tower. Mr. Kurt stated that Verizon was not on the existing tower which was owned by T-Mobile. He stated that Verizon did evaluate it and determined that it would not provide the needed service and that was confirmed by the county's independent expert.

Commissioner Oddo asked if a project was conducted to determine how long before it would reach capacity. Mr. Kurt stated that it would depend on the demand for the tower by users. He stated that he had spoken with County Administrator Steve Rapson to get him in touch with the technical staff at Verizon regarding the county use of the tower for public safety.

Vice Chairman Ognio moved to approve Petition No. T-020-17, Verizon Wireless, Owner, and Jenna E. Lee, Agent, request a reduction to the requirements of Sec. 110-150. to develop a 185-foot Monopole Telecommunication Tower to reduce the tower separation requirement of one (1) statute mile to 0.7 miles and is located in Land Lot 129 of the 4th District and fronts on SR 85 and 85 Hwy Connector and to add conditions to request space for county public safety equipment on the proposed cell tower, between 130-160 feet at no cost to the county. Commissioner seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 3", follows these minutes and is made an official part thereof.

3. **Consideration of Petition No. 1269-17, Michelle Camper, Patrick Camper, Howell Richardson, and Melissa Phillips, Owners, and Randy Boyd, Agent, request to rezone 8.935 acres from A-R to O-I to develop an Educational Facility for gymnastics, cheerleading & dance located in Land Lot 39 of the 7th District and fronting on SR 54.**

Mr. Frisina stated that items #3 and #4 are companion items that can be discussed at the same time, but that it would require separate motions. He stated that the property was located at SR 54 West just pass **Huett** Drive. The petitioners are requesting a 22,000-square foot building and additional parking. The property would fall into the SR 54 overlay and the building would have to have architectural characteristics that match the overlays requirements of residential character. The Planning Commission and staff approve the petition with one condition. The condition was that the final plat would be revised to show the two lots being joined together as one, prior to the site plan being submitted.

Mr. Randy Boyd, Agent, stated that the property was currently under contractual agreement with Jim Sports Academy Incorporated located at Senoia Road in Tyrone, Georgia. He stated that the existing house on the property would be removed.

Anna provided comments regarding the proposed gymnastic, cheerleading and dance facility. She spoke in favor of this request.

No one spoke in opposition.

Commissioner Oddo moved to approve Petition No. 1269-17, Michelle Camper, Patrick Camper, Howell Richardson, and Melissa Phillips, Owners, and Randy Boyd, Agent, request to rezone 8.935 acres from A-R to O-I to develop an Educational Facility for gymnastics, cheerleading & dance located in Land Lot 39 of the 7th District and fronting on SR 54 with the condition that minor provision to the final plat be submitted and approved prior to the submittal of the site plan. Vice Chairman Ognio seconded. Discussion followed.

Vice Chairman Ognio asked if a right turn lane would be a requirement because of all the traffic coming to the facility. Mr. Frisina stated that access on that road would be controlled by Georgia Department of Transportation (GDOT). Vice Chairman Ognio stated that a deceleration lane was needed. Mr. Boyd stated that he did not think that it would be approved without the deceleration lane. He stated that they would do what was required.

Mr. Frisina stated that the condition was tied to the rezoning and that the next agenda item was to acknowledge that the county would allow the use to change on the property under the subdivision regulations. He responded that the condition was to change the plat and the second part was the permission to change the plat.

Commissioner Rousseau asked if the facility would be designed to host competitions. Mr. Boyd stated yes, that would be possible.

Commissioner Oddo moved to approve Petition No. 1269-17, Michelle Camper, Patrick Camper, Howell Richardson, and Melissa Phillips, Owners, and Randy Boyd, Agent, request to rezone 8.935 acres from A-R to O-I to develop an Educational Facility for gymnastics, cheerleading & dance located in Land Lot 39 of the 7th District and fronting on SR 54 with the condition that minor provision to the final plat be submitted and approved prior to the submittal of the site plan. Vice Chairman Ognio seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 4", follows these minutes and is made an official part thereof.

4. **Consideration of Petition No. RP-064-17, Michelle Camper, Patrick Camper, Howell Richardson, and Melissa Phillips, Owners, and Randy Boyd, Agent, request to revise the Final Plat of Survey for H.L. Newton to change the use on the property located in Land Lot 39 of the 7th District and fronting on SR 54.**

Mr. Boyd acknowledged that this was a requirement before the site plan could be submitted.

No one spoke in favor or in opposition.

Commissioner Brown moved to approve Petition No. RP-064-17, Michelle Camper, Patrick Camper, Howell Richardson, and Melissa Phillips, Owners, and Randy Boyd, Agent, request to revise the Final Plat of Survey for H.L. Newton to change the use on the property located in Land Lot 39 of the 7th District and fronting on SR 54. Commissioner Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 5", follows these minutes and is made an official part thereof.

5. **Consideration of Ordinance 2017-03, amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-149. - Planned Unit Development and concerning Planned Residential and Business Development-Planned Unit Development (PRBD-PUD) zoning district.**

Mr. Frisina briefed the Board regarding this item. He stated that this was the third time that this item had come before the Board. He stated that the new development was created to combine residential and a secondary use on the property for business to be associated with the home. This would be 15 acres to 75-acre development, but would allow 15 acre parcels. He continued that there was some concern from the Board that the ordinance should mention that the Board of Commissioners have the right to make modifications to PUDs regarding traffic and additional buffers and setbacks. The Planning Commission decided to include modifications that could be made for each PUD.

No one spoke in favor or opposition.

Vice Chairman Ognio moved to approve Ordinance 2017-03, amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-149. - Planned Unit Development and concerning Planned Residential and Business Development-Planned Unit Development (PRBD-PUD) zoning district. Commissioner Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 6", follows these minutes and is made an official part thereof.

**6. Consideration of Ordinance 2017-16 amending Chapter 110. Zoning Ordinance, regarding Sec. 110-79. - Accessory structures and uses.**

Mr. Frisina stated that an individual had put a set of permanent stairs in an accessory structure and under the current definition of how square footage of an accessory structure was determined, staff would have to count the upstairs which would put the property owner over the threshold of 1,800 square feet. He stated that the change would get away from a floor area measurement to a "foot print" only. He stated that there were other housekeeping changes included.

No one spoke in favor or opposition.

Commissioner Oddo moved to approve Ordinance 2017-16 amending Chapter 110. Zoning Ordinance, regarding Sec. 110-79. - Accessory structures and uses. Commissioner Brown seconded. Discussion followed.

Commissioner Brown asked if the ordinance would mandate that it be livable space or not livable space. Mr. Frisina stated that no it was not livable space. He stated that there was provision to have a guest home if it was stand alone or a larger accessory structure.

Commissioner Oddo moved to approve Ordinance 2017-16 amending Chapter 110. Zoning Ordinance, regarding Sec. 110-79. - Accessory structures and uses. Commissioner Brown seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 7", follows these minutes and is made a part thereof.

**CONSENT AGENDA:**

Commissioner Brown moved to approve the Consent Agenda except for items #9 and #10 for discussion. Vice Chairman Ognio seconded. The motion passed 5-0.

- 7. Approval to accept grant funding in the amount of \$42,800 from the Georgia Office of Homeland Security for the purchase of personal protective equipment for Fire and EMS personnel in the event of an active shooter incident or other threat.** A copy of the request, identified as "Attachment 8", follows these minutes and is made a part thereof.
- 8. Approval of staff's request to accept the proposal from Ambulance Medical Billing for the EMS Billing Services as identified in RFP #1324-P and authorization for the County Manager to sign all related documents.** A copy of the request, identified as "Attachment 9", follows these minutes and is made a part thereof.
- 9. Approval of updates to the Fayette County Policies and Procedures Manual, Section 200.01, Procuring Goods / Services, outlining the criteria / process for technical merit and price scoring of a proposal.**

Commissioner Brown stated that there were changes related to technical merit and price scoring. He stated that he had raised the issue of looking at the process regarding the "quality of presentation". He stated that it held a high percentage of the evaluation and he would like to have specific outlines of what was being asked in the presentation to make it fair in evaluating.

Mr. Rapson stated that was the type of clarification that would be included in the RFP. He stated that Purchasing Director Ted Burgess continued to have meetings with the technical staff to ensure that it was done professionally.

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at [www.fayettecountyga.gov](http://www.fayettecountyga.gov). This meeting will be telecast on Comcast Cable Channel 23 and on the internet at [www.livestream.com](http://www.livestream.com).



Commissioner Brown stated that if presentation was one of the qualification, then the requirement should be spelled out. Mr. Burgess stated that staff had evolved to the point that when a company was invited to do a presentation, they are giving a list of questions to answers and/or the topics to cover.

Commissioner Brown stated that it could be difficult to be subjective when staff had worked with the company in the past. He continued that the scores should be weighted independently of the company's previous work.

Commissioner Oddo moved to approve updates to the Fayette County Policies and Procedures Manual, Section 200.01, Procuring Goods / Services, outlining the criteria / process for technical merit and price scoring of a proposal. Commissioner Brown seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 10", follows these minutes and is made a part thereof.

#### **10. Approval of the October 12, 2017 Board of Commissioners Meeting Minutes.**

Commissioner Rousseau requested that the minutes reflect that he, Commissioner Oddo and Mr. Rapson were absent from the last meeting due to attending the ACCG Legislative Leadership Conference in Augusta, Georgia.

Chairman Maxwell moved to approve the October 12, 2017 Board of Commissioners Meeting Minutes with the inclusion of language to state that Commissioner Rousseau, Commissioner Oddo and County Administrator Steve Rapson were absent to attend the ACCG Legislative Leadership Conference in Augusta, Georgia. Commissioner Brown seconded. The motion passed 5-0.

#### **OLD BUSINESS:**

#### **11. Consideration of staff's recommendation to install a four-way stop at the intersection of Antioch & Goza Road as an interim safety measure.**

Public Works Director Phil Mallon stated that the consultant had completed the evaluation of data and field conditions and had a recommendation for an interim improvement. He stated that the consultant looked at a total of 49 accidents over the years and of those 91% involved those traveling east or west bound on Goza Road and 70% involved the vehicle that stopped at one of the stop signs on Goza and then failed to properly yield to the vehicles on Antioch. He stated that most people are stopping and then making a decision that results in the accident and that was the reason for pushing a four-way stop. The advantage of going to a four-way stop, according to the data, would result in a 68% reduction in crashes and a 77% reduction in injuries and fatalities. There was more than adequate capacity and operational characteristics in the future. If this were to become the permanent solution there were some issues that could be addressed in 2040 with some modifications. He stated that going to a four-way stop was warranted at this point. He continued that, if approved, they would need a week to develop the plans and have the road department make implementations.

Ms. Julia Ballard-Ivey stated that she hoped that there would be warnings prior to coming down the hill from Sam's property to the intersection, otherwise she would have more people in her front yard. She stated that the hill needed to be graded down. She continued that the speed limit should be considered.

Commissioner Oddo moved to approve staff's recommendation to install a four-way stop at the intersection of Antioch & Goza Road as an interim safety measure. Commissioner Brown seconded. Discussion followed.

Chairman Maxwell asked if this was strictly for the four-way stop. Mr. Rapson stated that the motion was for the four-way stop which was part of the interim plan. He stated that the long-term plan would take eight months to a year to complete.

Mr. Mallon clarified that staff was not just putting up two new stop signs. He stated that the motion includes all the appropriate warning signs, as expressed by Ms. Ballard-Ivey, as indicated by the consultant. He stated that the intent of the request was approval to implement the interim plan from the consultant.

Commissioner Brown stated that he agreed with Ms. Ballard-Ivey and that the deputy's presence would be needed because it was going to be a culture shock having to stop when drivers did not have to stop before.

Vice Chairman Ognio stated that adding two more stop signs did not mean people would necessarily stop.

Mr. Mallon stated that it would be a dangerous time as people learn about the stop and the flashing lights would be needed to give people warnings.

Commissioner Oddo amended the motion to approve staff's recommendation to install a four-way stop at the intersection of Antioch & Goza Road as an interim ongoing safety measure. Commissioner Brown amended the second.

Ms. Ballard-Ivey asked if a barricade could be placed at the intersection. Mr. Mallon stated that if the Board wanted to add some weighed barrels. The Board agreed that would be a question for the consultant.

Mr. Mallon wanted to start the implementation process as soon as possible and if the analysis of a temporary barrier takes a few days or weeks he would like to come back to the Board and add it at that time. The Board agreed. Mr. Rapson stated that staff would like to move forward with all the things discussed without having to come back for Board approval. The Board agreed.

Commissioner Oddo amended the motion to approve staff's recommendation to install a four-way stop at the intersection of Antioch & Goza Road as an interim ongoing safety measure. Commissioner Brown amended the second. The motion passed 5-0. A copy of the request, identified as "Attachment 11", follows these minutes and is made a part thereof.

**12. Consideration of staff's recommendation to amend the contract with the Gordian Group (Centennial Contractors Enterprise, Inc.) to renovate the Animal Shelter from \$119,598.67 to \$86,590.78 (CIP project #6565F).**

Animal Control Director Jerry Collins briefed the Board. He stated that he received the approval to put the pavilion in the back with four runs.

Commissioner Brown asked what would be the plan if staff needed to quarantine the facility. Mr. Collins stated that he would use the same procedure that was currently being used. Commissioner Brown stated that staff sited that as one of the major problems. He stated that he would rather see the runs even if it was only being used periodically. Mr. Collins stated that it was only seven runs.

Ms. Mary Beth Davis; Fayette County, stated that she did not believe that the contract should be amended to reduce the number of runs. She stated that the county needed to consider a larger facility. She stated that it was her understanding that the pets would only be out during the day. This would give them the opportunity for more exercise.

Mr. Rapson stated that staff presented three options to the Board for the shelter. Two of the options would be dramatically impacted by the runs on the outside because the wall that would be removed to retrofit would be the wall where those kennels would be placed. He stated that there did not appear to be a desire from the Board for an expansion and that was why staff proceeded in this manner.

Commissioner Oddo stated that the facility may or may not be expanded.

Vice Chairman Ognio stated that this would only be for seven cages and the other animals still could not go outside. He stated that with the runs that the Eagle Scout was building, staff could rotate the dogs. He stated that saving the money now and doing some planning in the future would be good.

Chairman Maxwell asked if the \$33,000 was dedicated funds that would stay with the animal shelter. Mr. Rapson stated that this was a capital project and if approved, the \$33,000 would still be flagged toward animal control for the project and at the end of the year the funds would be closed back to the General Fund Contingency and not the General Fund-Balance.

Commissioner Oddo moved to approve staff's recommendation to amend the contract with the Gordian Group (Centennial Contractors Enterprise, Inc.) to renovate the Animal Shelter from \$119,598.67 to \$86,590.78 (CIP project #6565F). Vice Chairman Ognio seconded. Discussion followed.

Commissioner Brown stated that he would reluctantly vote in favor. He stated that staff had used the phrase, "that we have suspended the approval of the Board from the past meeting". He stated that the Board never voted to suspend anything. He stated that if the project was to be suspended it should be brought back to the Board for a vote and that it was not a staff decision to make once the Board voted on a project.

Chairman Maxwell stated that it became a lot larger than anticipated. He stated that he was involved with conversation with the County Administrator and he said to wait because of the different changes. He stated that he was not blaming himself or the County Administrator. He stated that he had been told by the animal advocates that they were not interested in renovation/expansion. He stated that he was involved in stopping it and while it made common sense to do so, he agreed that it probably should have come back to the Board first.

Commissioner Brown stated that he understood the reasoning, but not to open Pandora's box and make it open season to stop something.

Commissioner Rousseau stated that it was stated that the project was temporarily being suspended until the Board flushed out some of the various options being presented. He stated that regarding Commissioner Brown's comments, some formality may need to be attached to the suspension as well, going forward. He asked if the money for the sewer on this project was coming from Contingency or Fund Balance. Mr. Rapson stated that it would come from Contingency. Commissioner Rousseau asked if it was allowable/prudent to use the remaining funds for the sewer. He asked if there was an update from Peachtree City Water and Sewer Authority (WASA) regarding waiving the fee.

Mr. Rapson stated that WASA sent a letter saying that the fees could not be waived because the fees are tied to the bond covenant. Commissioner Rousseau asked if staff had asked Peachtree City to give the fee. Mr. Rapson stated that the sewer was funded from Project Contingency so we could swap checks, but it would be irrelevant.

Commissioner Rousseau stated that the county provided the services for the entire county and there was no partnering from the five jurisdictions. Mr. Rapson stated that it was one of the area of discussions for Service Delivery Strategy along with things that the municipalities believe the county should perhaps be paying for instead of the cities.

Commissioner Oddo moved to approve staff's recommendation to amend the contract with the Gordian Group (Centennial Contractors Enterprise, Inc.) to renovate the Animal Shelter from \$119,598.67 to \$86,590.78 (CIP project #6565F). Vice Chairman Ognio seconded. The motion was passed 5-0. A copy of the request, identified as "Attachment 12", follows these minutes and is made a part thereof.

**13. Consideration of staff's recommendation to amend the Fayette County Animal Shelter Management/Euthanasia Policy 280.01 and Animal Control's internal Adoption Policy 107.02a, to require animals to be spayed or neutered prior to adoption; and to amend the Code of Ordinances by revising Section 6-26 and repealing Sections 6-88 and 6-89 and to adopt a schedule of fees.**

Mr. Rapson stated that if a dog was adopted from the shelter, it would cost \$10 for the rabid shot, \$120 to have it sterilized and \$30 adoption fee which totals \$160. He stated that the previous policy was \$10 for the rabid shot and \$30 or \$40 (depending on the pet) and then the person adopting the pet would be required to have the pet sterilized within the next 30 days at the veterinarian. He stated that the cost was around \$300 to do that. He stated that if an animal came to the shelter already sterilized, then the only fee would be the adoption fee and the rabid shot.

Ms. Laura Line; Fayetteville stated that she agreed with this policy. She stated that once she explained the fee to others they agreed that it was good. She stated that there needed to be a massive media campaign to let people know that this was a good thing. She stated that she called three different veterinarians and the lowest price she found was \$240 that only covered the spay/neuter.

Ms. Mary Beth Davis; Fayette County, stated that she wanted to make a comment about Section 626 (a), regarding sending a letter and using the postmark as being considered "received" versus sending it certified letter for signature. She stated that sending something certified it can be checked to see if it was delivered. She stated that it needed to go back to certified letters and not assume that postmark was the day it was delivered.

County Attorney Dennis Davenport stated that if a letter was sent certified mail and it was not wanted to be received by the recipient, there could be two and half weeks that past because the post office would make at least three attempts to deliver the letter. He continued that if it was not delivered there would be 21 days added to the schedule of a five-day notification period and a 25-day adoption period. This would put it at 30-days and the owner had not been notified. He stated that it caused a conflict with the timeframe the way the policy was currently written. He stated that the reason the postmark date was used was because it would be the U.S. post office postmark and not a PB meter that could be adjusted. He stated that there was precedence for using this approach. He stated that the reason he suggested this was because he understood from Mr. Collins' statistics, about 45% to 47% of the animals that are picked-up are claimed by the owners within the 5-day period. He stated that the county was not getting more added to the 47% after the 5-days with a certified letter. He stated that there was no mechanism to cut off the timeframe for notification then there was no ability to adopt the animal out and the animal remains at the shelter for an additional 20 to 25 days. This was an attempt to have a reasonable period to notify the owner.

Commissioner Oddo stated that was how taxes work. The taxes are considered received based on the postmark.

Mr. Collins stated that a lot of times staff had identified the owner and told them to come get the animal. He stated he wanted to make it a simple process.

Chairman Maxwell stated that he was concerned that the county was creating a problem where people would not be prepared to pay the increased fee and thereby increasing the number of pets at the shelter.

Commissioner Brown stated that the caveat was if the animal needed to be spayed or neutered and if not, then the person adopting the animal would have to spay or neuter the animal and that would put them in the same dollar range.

Commissioner Oddo stated that it would help if the press would report it that way.

Commissioner Brown suggested that the county send a press release explaining where the fee was going toward. Mr. Rapson stated that staff would send a press release.

Mr. Collins stated that there have been several corporations who have helped. He stated that Subaru had covered every adoption and spay and neuter at the shelter for the month of October.

Commissioner Rousseau stated that as the policies are revised and changed, it was another opportunity to education the public of what the cost saving would be. He stated that he would have liked to show the private cost to compare to the proposed fees. He stated that he noted that he struggled to find a circumstance where Mr. Collins or Mr. Rapson would waive the fees. He asked how was that tracked.

Mr. Rapson stated he had two examples of waiving the fee. One example was a national partnership with the Humane Society or something like that or a capacity issue where the shelter was way above the 22-animal capacity and was trying to get the animals adopted. Mr. Collins stated that if he were to go beyond the 22-animal capacity, instead of euthanizing a healthy dog, he would rather get it adopted for free.

Commissioner Rousseau stated that staff should safe guard against accusations of waiving fees.

Mr. Davenport suggested to that the Board vote on Policy 280.01, Policy 107.2a, Ordinance 2017-17 and the Schedule of Fees all as separate items.

Commissioner Brown moved to approve staff's recommendation to amend the Fayette County Animal Shelter Management/Euthanasia Policy 280.01 as written. Vice Chairman Ognio seconded. The motion passed 5-0.

Vice Chairman Ognio moved to approve staff's recommendation to amend Animal Control's internal Adoption Policy 107.02a as written. Commissioner Oddo seconded. The motion passed 5-0.

Commissioner Brown moved to approve the amendment to the Code of Ordinance 2017-17 by revising Section 6-26 and repealing Sections 6-88 and 6-89. Vice Chairman Ognio seconded. The motion passed 5-0.

Commissioner Brown moved to approve Exhibit A entitled Schedule of Fees as provided on the dais. Vice Chairman Ognio seconded. The motion passed 5-0.

A copy of the request, identified as "Attachment 13", follows these minutes and is made a part thereof.

#### **NEW BUSINESS:**



14. **Consideration of staff's request to accept the proposal from K. A. Oldham Design, Inc for the architectural and engineering services for the design and specifications for Fire Station 4 in the amount of \$174,000.00 and to authorize signing of all related contractual documents.**

Commissioner Oddo moved to approve staff's request to accept the proposal from K. A. Oldham Design, Inc for the architectural and engineering services for the design and specifications for Fire Station 4 in the amount of \$174,000.00 and to authorize signing of all related contractual documents. Commissioner Rousseau seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 14", follows these minutes and is made a part thereof.

15. **Consideration of the Transportation Committee's recommendation to designate \$500,000 of the 321 SPLOST funds for Projects R-19 and R-20 (SR 85 Widening) and authorization for staff to work with GDOT on several Quick Response Programs along the SR 85 South corridor.**

Mr. Mallon briefed the Board this item was related to the 2004 SPLOST that was exclusively for transportation projects that was placed in the 320 Fund that was split between the unincorporated county and the cities. He stated that 70% of the money went into the 321 Fund and the Fayette County Board of Commissioners have control over how the money was spent with the guidance that it had to be a project in the 2003 transportation plan. He stated that the Board recently tasked the Transportation Committee for an updated priority list on how to spend the remaining \$14.5 million. He stated that in December or January a fiscally constrained list would come before the Board for input. He continued that during the process this project stood out and the suggestion was made to bring it to the Board for immediate consideration. He stated that there was a safety need pushing this request. He stated GDOT's Quick Response Program for this corridor was capped out at \$200,000 and this project would be more than that. He stated that if the county would contribute then we could work together.

Commissioner Brown asked was it \$200,000 per intersection.

Mr. Mallon stated yes. He stated that GDOT released the traffic data and was recommending Price Road, Royal Ridge Way, Goza Road, Rising Star and the 85 Connector. He stated that GDOT felt that it might not be wise to do a quick fix north of Bernard Road, but to concentrate on the intersection south of Bernard Road. He stated that if the Board agreed to that it would eliminate Price Road, Royal Ridge Way and Goza Road. Porter Road would be added to the list. He stated that he was recommending for the Board's consideration to authorize up to \$500,000 to be used for SPLOST projects R-19 and R-20 and to use that money to work with GDOT on a quick fix response.

Commissioner Brown stated that on the 85 Connector, staff would need to work with the bridge project as well. Mr. Mallon stated that the projects are aware of one another.

Chairman Maxwell asked why Goza Road would be removed. Mr. Mallon stated that it was identified as a high need, but that it would be covered and addressed under the larger widening project that was entirely GDOT funded. Chairman Maxwell stated that in his mind Goza Road was the more dangerous one.

Mr. Mallon stated that if the Board approved the \$500,000 it would not impact the existing 2004 SPLOST projects.

Chairman Maxwell confirmed that the road that would be addressed are Rising Star, 85 Connector and Porter Road. Mr. Mallon stated that he would request that the Board would approve the this as written and he would come back to the Board once the roads have been worked out.

Commissioner Brown moved to designate \$500,000 of the 321 SPLOST funds for Projects R-19 and R-20 (SR 85 Widening) and to solicit projects with their financial collaboration and to come back to the Board of Commissioner for future approval. Commissioner Oddo seconded. Discussion followed.

Commissioner Oddo stated that this was one way the county could leverage money. He stated that this was a wise thing to do.

Vice Chairman Ognio stated that GDOT made it clear that they were willing to work with the county and if this was one way to make the roadway safer, then it was money well spent.

Commissioner Brown moved to designate \$500,000 of the 321 SPLOST funds for Projects R-19 and R-20 (SR 85 Widening) and to solicit projects with their financial collaboration and to come back to the Board of Commissioner for future approval. Commissioner Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 15", follows these minutes and is made a part thereof.

#### **PUBLIC COMMENT:**

Mr. Roy Bishop; Fayetteville, stated that he would like to get an update on Veterans Parkway and Westbridge Road. He stated that he was surprised to see there was a Quick Response Program. He stated that he would like to see that put into action.

Ms. Laura Line; Fayetteville, stated that the staff was very good about posting to the website and to thank the sponsor.

Ms. Melanie Ognio; Fayette, stated that she wanted to know if anything was being done or if the state had been contacted about the red light at 74 and 85 being out. She stated that it had been out for once or twice a week for the last month.

Mr. Mallon stated that the County received the GDOT permit today and as soon as the last parcel was acquired the paperwork was sent over. He stated that the contractor hopes to do some demolition to the structure by next week and then it would be two weeks before they fully mobilize and start grading.

He stated that staff was in the beginning stages of the transportation plan as part of that the consultant was doing an outreach activity to do manual count of bike use, pedestrian markers and golf carts through the county. He stated that staff was looking for volunteers to "man" a station. He stated that they are working to do that between now and Thanksgiving.

He stated that he would call GDOT about the intersection.

#### **ADMINISTRATOR'S REPORTS:**

- A. Contract #940-P: Public Works Engineer of Record Task Order 20: Old Senoia Road Culvert Design
- B. Contract #940-P: Public Works Engineer of Record Task Order 25: Calloway Road Culvert Replacement
- C. Contract #940-P: Public Works Engineer of Record Task Order 28: Silver Leaf Drive Culvert Replacement

Mr. Rapson stated that mentioned the three task orders that were provided in the agenda package.

**Selection Committee:**

Commissioner Brown moved to appoint Commissioner Rousseau and Vice Chairman Ognio to serve on the Selection Committee. Chairman Maxwell seconded. The motion passed. 5-0.

Vice Chairman Ognio moved to appoint Martin Sas of the Transportation Committee as the citizen representative to the Comprehensive Transportation Plan Master Plan Study. Commissioner Oddo seconded. The motion passed 5-0.

**Board of Commissioners Regularly Scheduled Meeting:**

Mr. Rapson reminded everyone that the Board would only have one meeting in November and one meeting on December. November 9 and December 14.

**ATTORNEY'S REPORTS:**

Mr. Davenport stated that based on the policy change with respect to appointments to committees, whenever the Board appoints someone to a term that was less than half the term, it is stated for the record that that the person would serve an additional term. He stated that Susan Samson was appointed to the Public Arts Committee at the last meeting for less than half the term and that was not stated for the record. He stated that unless someone objects, he would like to state for the record that Ms. Samson would have a two-year term added to her unexpired term. There were no objections.

**Notice of Executive Session:** County Attorney Dennis Davenport stated that there was one item involving real estate acquisition, three items involving pending litigation, three items involving threatening litigation, and the review of the Executive Session minutes for September 28, 2017.

**COMMISSIONERS' REPORTS:**

**Commissioner Brown:**

**County Logo:** Commissioner Brown stated that other counties are working on branding initiatives. He showed the new logo and slogans from Gwinnett county. He stated that whatever can be done to push the initiative along for the county would be helpful.

**East Fayetteville Bypass:** He stated that he had citizens asking about the East Fayetteville Bypass. He stated that he would like to have that as an agenda item to see what was being done and where the county was going with the project.

**Heritage Fountain:** Commissioner Brown stated that a while back there was discussion regarding repairs to the water fountain. He stated that lights have been added and the water pressure increased, but the hazards are still there. He stated that the City of Fayetteville will have their Halloween Festival and they should not allow them on the granite.

**Waterline:** He stated that he thought there was a formal action by the Board to do something for Mr. Bishop's waterline where the contractor did not do what he was supposed to be doing. Mr. Mallon made comments. (inaudible).

**Tear out on the road:** He asked staff to contact GDOT about the tear out on Highway 54 at the Peachtree City line.

**Commissioner Oddo:**

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at [www.fayettecountygga.gov](http://www.fayettecountygga.gov). This meeting will be telecast on Comcast Cable Channel 23 and on the internet at [www.livestream.com](http://www.livestream.com).

**Happy Halloween:** Commissioner Oddo wished everyone a safe and Happy Halloween and happy birthday to his brother.  
**Daylight Savings:** He reminded everyone that daylight savings would be November 5.

**Commissioner Rousseau:**

**Voting taken place:** Commissioner Rousseau reminded citizens that an election was taking place for the municipalities and for the Educational Special Purpose Local Option Sales Tax (ESPLOST). He encouraged all to vote.

**Paving on Highway 92:** He stated that the paving on Highway 92 was aesthetically unpleasing. He asked staff to have GDOT speak with the contractor.

**2004 SPLOST:** He asked for staff to let him know if there were any dollars available for SR 74 to use as seed money to navigate through any changes there.

**West Fayetteville Bypass:** He stated that it was good news to get the permit from GDOT for Westbridge.

**Tires dumped:** Commissioner Rousseau thanked staff for the quick response to tires dumped in the community and the abandoned home.

**Vice Chairman Ognio:**

**Happy birthday:** Vice Chairman Ognio stated that his sister would have been 55 years old. He wore a pink t-shirt in honor of breast cancer month and his sister's birthday.

**Highway 54:** He stated that there was a piece of property on Highway 54 that was zoned O-I. He stated that the people tried to get it zoned conditional use through Planning and Zoning. He stated that they would like to do internet car sales, but the only way to do car sales was commercial. They asked him to bring it up to see if there was any interest to have the Board speak with Planning and Zoning to see if they could add internet car sales as a conditional use of O-I.

**Republican Party:** He stated that the Republican Party asked if the Board would forego the process of Ms. Watt's attorney going after the money and the Republican Party speak with the County Administrator regarding payment terms.

Commissioner Brown stated that he did not have a problem with that if the executive board of the Party would put that in writing.

Commissioner Rousseau stated that he had a problem with it.

Commissioner Oddo stated that this was not an issue with the county, but with Ms. Watt's attorney, the Republican Party and Mr. Fabricius. He stated that they need to get together and then come to the Board. He stated that he wanted to be careful that the county did not interject where it shouldn't.

Vice Chairman Ognio stated that the Republican Party wanted to know if the Board had the votes to make something happen if they brought the proper documentation.

Commissioner Rousseau stated that Ms. Watts was the "pass through" to get the money that was awarded by the court. He asked how would the Republican Party rectify paying.

Mr. Davenport stated that there was a lawsuit involving Marilyn Watts and her attorney. Marilyn Watts came to the Board and said she should have a defense because she was a county official. The Board agreed and provided her with a defense with the caveat that if Ms. Watts acted beyond the scope of her authority, she would have to reimburse the county for all monies paid for her defense. She accepted that and prevailed in court. He continued that when the judgement was entered, the Board was asked if they wanted to seek attorney's fees. The Board said yes. Ms. Watts sought attorney's fees through her attorney and the judge awarded her the attorney's fees. Ms. Watts would collect the attorney's fees and give them to the county. He stated that he was not involved in this case personally and neither was the Board. He stated that based on information from the attorney representing Ms. Watts, there were two Republican Parties. There was one that was named in the lawsuit, which was named by the plaintiffs and then there was the Republican Party that Vice Chairman Ognio was speaking of. He stated that it was not the same entity. He stated that there was no debt owned by the entity that Vice Chairman Ognio was talking to; the debt was owed by an entity that had no assets. The order from the judge was to provide an order of joint and several liability. He stated that several liability does not happen with every order against multiple parties, but when it does, it was beneficial to the prevailing party because it means that the prevailing party can go after either defendant or both defendants. He stated that either party was responsible for 100% of the liability. He stated that Mr. Sparks, who was Ms. Watts' attorney, had a legal duty to collect the attorney's fees awarded to Ms. Watts. He had two parties to go after; the Republican Party and Mr. Fabricius who as an individual who owned property and was 100% liable of the award and so was the Republican Party. Mr. Sparks realized that his client had a better opportunity to prevail by getting the dollars from Mr. Fabricius because he owned property and the Republican Party named in the suit, had no assets. If Mr. Sparks doesn't do his job properly he would run the risk of having an issue with his client, Ms. Watts. He stated that once the Board said go get the attorney's fees, she got them. He asked what message was being sent to Mr. Sparks. He stated that he was concerned about what he was hearing. He stated that if someone was willing to pay some money they had a long time to bring something to the Board. He reminded the Board that they are not the party of the lawsuit. He stated that he would suggest that the Board should involve Mr. Sparks.

Commissioner Brown stated that Ms. Watts had no mandatory obligation to give the county any money. Mr. Davenport stated that there was nothing in writing that he was aware of, but in his conversation with Mr. Sparks, the reason for going after the fees was to get the fees to give them back to the county. He stated that the Board had a promise from Ms. Watts and Mr. Sparks to give the money.

Commissioner Brown stated that was why they asked for permission to do it, because they came to the Board asking for permission to go after the legal fees.

Mr. Davenport stated that was not what happened. He stated that they asked if the Board wanted to go after attorney's fees and the Board said yes. He stated that was different from saying, "we want to go after attorney's fees, would you allow us to do that".

Commissioner Rousseau stated that anything the Board was considering to proffer may need to be a conversation with Mr. Sparks. Mr. Davenport stated that would probably be the necessary first step in the process.

Commissioner Brown moved to appoint Vice Chairman Ognio and the County Attorney to speak with Attorney Sparks. Commissioner Rousseau seconded.

Chairman Maxwell stated that he was abstaining from the conversation and that he would also abstain from the vote. He turned it over to Vice Chairman Ognio.

Commissioner Brown moved to appoint Vice Chairman Ognio and the County Attorney to speak with Attorney Sparks. Commissioner Rousseau seconded. The motion passed 4-1. Chairman Maxwell abstained.

#### **Chairman Maxwell:**

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at [www.fayettecountyga.gov](http://www.fayettecountyga.gov). This meeting will be telecast on Comcast Cable Channel 23 and on the internet at [www.livestream.com](http://www.livestream.com).



**County Branding:** Chairman Maxwell stated that he participated a meeting at the library about the branding.

**GEMA:** He stated that the Board received an update about \$615,155 from GEMA. Mr. Rapson stated that it was for Antebellum which was one of the projects that Vanessa Birrell, Phil Mallon and Pete Nelms worked on to get funds.

#### **EXECUTIVE SESSION:**

**Notice of Executive Session:** County Attorney Dennis Davenport stated that there was one item involving real estate acquisition, three items involving pending litigation, three items involving threatening litigation, and the review of the Executive Session minutes for September 28, 2017.

**One Item of Real Estate Acquisition, Three Items of Pending Litigation, Three Items of Threatening Litigation and Review of the September 28, 2017 Executive Session Minutes:** Commissioner Brown moved to go into Executive Session. Vice Chairman Ognio seconded. The motion passed 5-0.

The Board recessed into Executive Session at 9:56 p.m. and returned to Official Session at 10:48 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Brown seconded the motion. The motion passed 5-0. A copy of the affidavit, identified as "Attachment 16", follows these minutes and is made an official part thereof.

Mr. Davenport updated the Board on a worker's compensation case that was settled with a former employee with the last name Harran. He stated that he agreed to terms and conditions for a lump sum of \$1,400 and that the employee would not be eligible for rehire and that there would be confidentiality provisions with all the standard release and language.

Vice Chairman Ognio moved to approve the settlement as described by the County Attorney. Commissioner Brown seconded. The motion passed 5-0.

Mr. Davenport stated that there was a case regarding an EEO claim from a former employee, Johnson. He stated that the settlement was for a lump sum payment of \$6,000 and that the employee would not be eligible for rehire and that there would be confidentiality provisions with all the standard release and language.

Vice Chairman Ognio moved to approve the settlement as described by the County Attorney. Commissioner Brown seconded. The motion passed 5-0.

**Approval of the September 14, 2017 Executive Session Minutes:** Vice Chairman Ognio moved to approve the September 28, 2017 Executive Session Minutes. Commissioner Brown seconded. The motion passed 5-0.

#### **ADJOURNMENT:**

Commissioner Brown moved to adjourn the October 26, 2017 Board of Commissioners meeting. Vice Chairman Ognio seconded. The motion passed 5-0.

The October 26, 2017 Board of Commissioners meeting adjourned at 10:50 p.m.

---

Tameca P. White, County Clerk

---

Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 9<sup>th</sup> day of November 2017. Referenced attachments are available upon request at the County Clerk's Office.

# COUNTY AGENDA REQUEST

Page 161 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of staff's recommendation regarding a Non-Profit Policy.

## Background/History/Details:

During the 2018 Budget Retreat of the Fayette County Board of Commissioners, the Board instructed staff to review the prospect of the creation of a Non-Profit Policy. This request came in lieu of request for financial assistance from surrounding non-profit agencies within Fayette County.

Evaluation factors needing consideration for creating this policy were:

- How an event/organization meets a representative or considerable public purpose;
- How an activity is supported -does the county have the authority to operate; and,
- What is the direct benefit to Fayette County residents.

Staff assumed that under this policy that once the need and benefit was properly identified, Fayette County could enter into a contract-for-services type of arrangement that would fund the associated level of effort. Based upon this review and the concerns identified, staff recommends that the county does not create a Non-Profit Policy.

## What action are you seeking from the Board of Commissioners?

Consideration of staff's recommendation regarding a Non-Profit Policy.

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

# COUNTY AGENDA REQUEST

Page 162 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of Piedmont Fayette Hospital's request to sign a Memorandum of Understanding between Piedmont Fayette Hospital and Fayette County to meet the eligibility requirements for support in the participation of the Federal 340B Drug Pricing Program and for the Chairman to sign all related documents.

## Background/History/Details:

The Federal 340B Drug Pricing Program provides discounts on pharmaceuticals to hospitals with significant Medicaid and indigent volumes. This, in turn, allows eligible hospitals to stretch scarce federal resources as far as possible, reaching more eligible patients and providing more comprehensive services.

With the filing of it's most recent cost report, Piedmont Fayette has met the qualification thresholds and hopes to register for the program in January 2018. As a private, non-profit hospital, Piedmont Fayette must also have an agreement with Fayette County to provide health care services to low income individuals who are not entitled to benefits under Medicare or Medicaid. Piedmont Fayette has a longstanding history of providing services to low income patients in Fayette county and seeks to formally acknowledge this commitment with the County.

## What action are you seeking from the Board of Commissioners?

Approval of Piedmont Fayette Hospital's request to sign a Memorandum of Understanding between Piedmont Fayette Hospital and Fayette County to meet the eligibility requirements for support in the participation of the Federal 340B Drug Pricing Program and for the Chairman to sign all related documents.

## If this item requires funding, please describe:

Not applicable. The 340B discount drug program is estimated to save Piedmont Fayette up to \$2,000,000 annually.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

**DRAFT – 10.18.17**
**Memorandum of Understanding between Fayette Community Hospital, Inc.  
d/b/a Piedmont Fayette Hospital and Fayette County, Georgia**

1. Purpose. This Memorandum of Understanding (MOU) establishes an agreement between Fayette Community Hospital, Inc., d/b/a Piedmont Fayette Hospital ("PFH") and Fayette County, Georgia local government in order to meet the eligibility requirements for a private non-profit disproportionate share hospital to buy discounted outpatient drugs under Section 340B of the Public Health Services Act. PFH is a private not-for-profit hospital that wishes to participate in and will abide by the 340b program guidelines.
2. Scope. Under this MOU, PFH establishes a commitment to serving the emergency needs of all patients, regardless of ability to pay, as required by law. PFH desires to make a formal commitment with Fayette County, Georgia local government to provide healthcare to the indigent as well as those who are not covered under Medicare or Medicaid or other insurance at little or no reimbursement regardless of the individual's ability to pay. The details of this commitment are defined in PFH Financial Assistance Policy # 3468040. The hospital has corporate power and authority to enter into and perform its obligations under this MOU. Fayette County agrees to accept such commitment on behalf of and for the benefit of the citizens of Fayette County and acknowledges that PFH is providing these services at little or no reimbursement.
3. PFH Responsibilities  
  
PFH seeks to treat all patients equitably, with dignity, respect, and compassion. To this end, and in understanding that some patients may be unable to pay for their care due to financial considerations, PFH agrees to continue its historic commitment of assisting those who cannot pay for their care by extending financial assistance to qualifying patients, pursuant to PFH's financial assistance policy. All patients who qualify for financial assistance through this policy will not incur charges for medically necessary care during the timeframe for which assistance is granted.
4. Initial Term: Automatic Renewal: Termination.
  - a) Initial Term – This agreement shall have an initial term of one (1) year commencing on January 1<sup>st</sup>, 2018 and expiring at midnight on December 31<sup>st</sup>, 2018.
  - b) Automatic Renewal. Upon the expiration of the initial term, this Agreement will automatically renew for additional successive renewal terms of one (1) year each, unless either party hereto gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.
  - c) Termination – Either party may terminate this Agreement without cause by giving to the other party notice in writing of such termination at least thirty (30) days prior to the effective date of such termination.
5. Miscellaneous Provisions.
  - a) Assignment - This Agreement may not be assigned or transferred (by operation of law or otherwise) by either party without the prior written consent of the other party.

**COUNTY OFFICIAL:****Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_**Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Agency:** \_\_\_\_\_**Address:** \_\_\_\_\_**Phone:** \_\_\_\_\_**PFH OFFICIAL:****Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**OFFICE OF PHARMACY AFFAIRS (OPA)**  
**CERTIFICATION OF CONTRACT BETWEEN PRIVATE, NON-PROFIT HOSPITAL AND**  
**STATE/LOCAL GOVERNMENT TO PROVIDE HEALTH CARE SERVICES TO LOW INCOME**  
**INDIVIDUALS**

To demonstrate that the hospital meets the statutory definition of covered entity under section 340B(a)(4)(L)(i) as a private non-profit hospital which has a contract with a State or local government to provide health care services to low income individuals, this certification must be completed and signed by both parties.

Fayette Community Hospital, Inc. dba Piedmont Fayette Hospital

Name of Hospital

Fayetteville, GA 30214

City, State, Zip

Pursuant to the requirement of Section 340B of the Public Health Service Act (42 U.S.C. 256b), I certify that a valid contract (please provide contract number or identifier if applicable # \_\_\_\_\_) is currently in place between the private, non-profit hospital named above, and the State or Local Government Entity named below, to provide health care services to low income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan of Title XIX of the Social Security Act. In addition, the authorizing official certifies that when this contract is no longer valid, appropriate notice will be provided to the Office of Pharmacy Affairs. The undersigned represents and confirms that he/she is fully authorized to legally bind the covered entity and certifies that the contents of any statement made or reflected in this document are truthful and accurate.

Signature of Hospital Authorizing Official Date

Date

J. Michael Burnett, Chief Executive Officer

Name and Title of Authorizing Official (e.g., CEO, CFO, COO) (please print or type)

770.719.7151

michael.burnett@piedmont.org

Phone Number

Ext.

E-Mail Address

Signature of State or Local Government Official

Date

Eric K. Maxwell

Name of State or Local Government Official (please print or type)

Chairman, Fayette County Board of Commissioners

Title and Unit of Government

140 Stonewall Avenue West, Suite 100, Fayetteville, GA 30214

Address

770.305.5123

emaxwell@fayettecountyga.gov

Phone Number

Ext.

E-Mail Address

Fayette County Hospital Authority  
140 Stonewall Avenue West, Suite 100  
Fayetteville, GA 30214

October 24, 2017

Fayette County Board of Commissioners  
140 Stonewall Avenue West  
Suite 100  
Fayetteville, GA 30214

Dear Honorable Commissioners:

The Piedmont Fayette Hospital has recently been apprised of an opportunity to register for a federal 340B Drug Pricing Program. This program provides substantial discounts on pharmaceuticals to hospitals with a significant number of Medicaid and indigent patients. The intent of the program is to "allow hospitals to stretch scarce federal resources as far as possible to provide more care to more patients" (Health Resources and Services Administration 2014e).

The purpose of this letter is to support the initiative of Piedmont Fayette Hospital to continue to provide health care to low income individuals who do not qualify for Medicare or Medicaid and to support an agreement between Fayette County and Piedmont Fayette Hospital to register for this program in January 2018.

I trust the authority's support will give the Board the assurance needed to execute this agreement.

If you have any questions, please do not hesitate to contact me at 770-335-3943.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tami Morris", is written over a faint circular stamp.

Dr. Tami Randahl Morris  
Board Chair  
Fayette County Hospital Authority

# COUNTY AGENDA REQUEST

Page 166 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of staff's recommendation to purchase firefighter Lump Sum Cancer Benefit and Long-Term Disability coverage through ACCG-IRMA at a three-year rate guarantee cost of \$26,589 per calendar year beginning January 1, 2018, payable quarterly, as required by HB 146; and associated ACCG IRMA Resolution and Intergovernmental Agreement for chairman to sign all associated documents.

## Background/History/Details:

All legally organized fire departments in Georgia are required by House Bill 146 (2016-2017) to provide certain benefits to their firefighters effective January 1, 2018. ACCG has developed a solution for Georgia counties in conjunction with The Hartford Life and Accident Insurance Company which provides lump sum benefits for specified cancer diagnoses with a lifetime benefit per firefighter of \$50,000 and portable long-term disability income replacement. Specifics of the program are attached for the board's review.

As this is a new insurance program the industry has scrambled to put a product in place that meets the unique requirements of HB 146.

This will allow the county to enter into a rider for these firefighter Lump Sum Cancer Benefit and Long-Term Disability coverages through ACCG-IRMA policy documents.

## What action are you seeking from the Board of Commissioners?

Approval of staff's request to purchase firefighter Lump Sum Cancer Benefit and Long-Term Disability coverage through ACCG-IRMA at a three-year rate guarantee cost of \$26,589 per calendar year beginning January 1, 2018, payable quarterly, as required by HB 146 and to authorize the chairman to sign all associated documents.

## If this item requires funding, please describe:

This is a new budget line item for the County and funds were budgeted in the FY18 to fund this requirement from January to June of 2018. Fire-(27030550-523180) for \$20,000 and EMS-(27230600-523180) for \$8,000.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



## ACCG-IRMA Firefighters' Cancer Benefit Program Proposal for Coverage

**Effective Date: January 1, 2018**

**Anniversary Date: January 1**

**County Name: Fayette County**

**County FCC ID Number: 2422**

**Insurer: Hartford Life and Accident Insurance Company**

There are two coverage components required by House Bill 146 (2017) effective January 1, 2018:

- 1) Lump Sum Cancer Benefit
- 2) Long-Term Disability (Income Replacement)

The ACCG-IRMA Lump Sum Cancer Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 146 when purchased together. However, a county is permitted to purchase only one component if desired.

Estimated annual premiums are based on the Eligible Firefighter census data provided by the county. Premiums for Long-Term Disability (Income Replacement) differ based on whether a firefighter is employed or is a volunteer. While the premiums below are estimated annual amounts, the county will be billed on a quarterly basis in an amount that reflects the county's updates to the census.

<b>Component 1: Lump Sum Cancer Benefit – All Firefighters</b>		
Maximum Benefit each diagnosis:	\$6,250 (less severe forms of cancer)	
	\$25,000 (severe forms of cancer)	
Lifetime Benefit per firefighter:	\$50,000	
<b>Lump Sum Cancer Benefit Only - Estimated Annual Premium for All Firefighters:</b>		<b>\$16,731</b>
<b>Component 2: Long-Term Disability (Income Replacement)</b>		
<b>Employed Firefighters</b>		
Monthly benefit:	60% of pre-disability firefighter earnings	
Maximum monthly benefit per firefighter:	\$5,000	
<b>Estimated Annual Premium for Employed Firefighters:</b>		<b>\$9,858</b>
<b>Volunteer Firefighters</b>		
Monthly Benefit per firefighter:	\$1,500	
<b>Estimated Annual Premium for Volunteer Firefighters:</b>		<b>\$0</b>
<b>Long-Term Disability Only (Income Replacement) – Estimated Annual Premium for All Firefighters:</b>		<b>\$9,858</b>
<b>Estimated Annual Premium for Components 1 &amp; 2: Lump Sum Cancer Benefit + Long Term Disability (Income Replacement):</b>		<b>\$26,589</b>

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.  
 This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

10/19/2017



## DESCRIPTION OF COVERAGE PROVIDED THROUGH ACCG

All legally organized fire departments in Georgia are required by House Bill 146 (2016-2017) to provide certain cancer benefits to their firefighters effective January 1, 2018. ACCG has developed a solution for Georgia counties that need this coverage, providing financial protection to firefighters and their families in the event they contract cancer.

INSURER: The Hartford Life and Accident Insurance Company  
 COVERAGES PROVIDED: Lump Sum Cancer & Long Term Disability (Income Replacement)  
 MASTER POLICYHOLDER: ACCG - Interlocal Risk Management Agency  
 ADMINISTRATOR: Association County Commissioners of Georgia

**Who is eligible?** An "Eligible Firefighter" is a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a legally organized fire department as defined by O.C.G.A. § 25-4-2 after having served 12 consecutive months for such fire department.

CLASS DESCRIPTIONS: Class 1 - Volunteer Firefighters; Class 2 – Employee Firefighters

**Lump Sum Cancer Benefit:** **Full-time/Part-time Employees and Volunteers**  
 Maximum Limit each diagnosis: \$6,250 (less severe forms of cancer as noted in HB 146);  
 \$25,000 (severe forms of cancer as noted in HB 146)  
 Lifetime Benefit per Firefighter: \$50,000  
 Continuation Rights: Yes (Enroll within 31 days of termination of eligibility)

### **Long-Term Disability (Income Replacement)**

Elimination Period: 180 Days  
 Benefit Duration: 3 Years or until released to work as firefighter  
 Return to Work Incentive: Included  
 Integration Method: Direct with Family Social Security Offset  
 Pre-Existing Condition Limit: 3 months lookback  
 Survivor Income Benefit: 3 times last monthly Benefit  
 Continuation Rights: Yes (Enroll within 31 days of termination of eligibility)

### **Benefits:**

Volunteer: \$1,500 Monthly Benefit  
 Full-time/Part-time Employee: 60% of pre-disability earnings as firefighter for Participating Employer  
 Minimum Monthly Benefit: \$100  
 Maximum Monthly Benefit: \$5,000

*The disability benefits will be reduced by any other income benefits other than those purchased solely by the firefighter as noted by House Bill 146 (2016-2017).*

This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

**Questions about this program? Call Willis Towers Watson representatives Lindsey Albright (404.224.5044) or Meghan Murray (404.302.3898) or Ashley Abercrombie at ACCG (404.589.7828).**



## Lewis Patterson

---

**From:** notifications@origamirisk.com  
**Sent:** Thursday, October 19, 2017 3:49 PM  
**To:** Lewis Patterson; Eric Maxwell; David Scarbrough  
**Subject:** Quote Proposal for ACCG-IRMA Georgia Firefighters' Cancer Benefit Program  
**Attachments:** ACCG Coverage Description.pdf; \_ACCG Enrollment Documents- New IRMA Member.pdf; ACCG Proposal.pdf

ACCG has created the ACCG-IRMA Georgia Firefighters' Cancer Benefit Program specifically to help counties satisfy the new requirement of providing firefighters with cancer benefits. This new law was created by HB146 (2017) and is effective January 1, 2018. The coverages being offered are designed specifically to be compliant with the provisions of HB 146 (2017).

We have attached a **Proposal** with the cost of the two (2) components of coverage required by HB 146:

- 1) Lump Sum Cancer Benefit
- 2) Long-Term Disability (Income Replacement)

### Advantages of ACCG-IRMA Program:

- Coverage is being offered with a **three (3) year rate guarantee**, which provides stability in the county's budgeting process.
- In the event of a firefighter's death, the Lump Sum Cancer Benefit is paid to his/her estate.
- The Lump Sum Cancer Benefit does not have maximum age restrictions.
- Long-Term Disability does not stop if a firefighter departs from employment while out on a claim.
- Long-Term Disability does not require that a firefighter be totally disabled during the elimination period and/or throughout the benefit duration. This may allow a firefighter to partially return to work and still receive benefits.
- Long-Term Disability does not cease if a firefighter has a workers' compensation award or unemployment benefit, but it does coordinate with other sources of income.
- As required by law, the firefighter is given the opportunity to continue **both** coverages if they depart from service.
- Upon conversion, the firefighter is offered coverage in The Hartford's **group** plan, which is likely less expensive than an individual plan.

There may be other plans in the marketplace that do not meet the criteria outlined above. Please be sure that any plan your county chooses to purchase is compliant with all aspects of HB 146.

### Additional Attachments Included (Enrollment Packet):

Application & Participation Agreement

Resolution

Bylaws

**In order to bind coverage, sign and return the following by email to the Program Administrator, Willis Towers Watson, at [gfcg@willistowerswatson.com](mailto:gfcg@willistowerswatson.com) by December 1, 2017:**

- 1) Application & Participation Agreement
- 2) Resolution
- 3) Intergovernmental Contract

Alternatively, these documents may be mailed to Willis Towers Watson, Attn: Meghan Murray at 5 Concourse Pkwy, 18<sup>th</sup> Floor, Atlanta, GA 30328.

**Please note we do NOT need the originals if you scan and email the documents to us.**

**Please do not send payment until you receive an invoice. An invoice for the first quarter premium will be emailed to the primary contact after receipt of the enrollment documents attached to this email.**

Should you have questions, email [gfcg@willistowerswatson.com](mailto:gfcg@willistowerswatson.com) or call Meghan Murray (404-302-3898), Lindsey Albright (404-224-5044) or Ashley Abercrombie at ACCG (404-589-7828).

Sincerely,

David Uhlman

ACCG Property & Casualty Insurance Director



**ACCG - INTERLOCAL RISK MANAGEMENT (ACCG-IRMA)  
FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in ACCG-IRMA (hereinafter a "Participating Employer" or "Employer") shall complete this Application and Participation Agreement in order to purchase firefighter cancer coverage fully insured by The Hartford under the ACCG-IRMA Master Policy for Lump Sum Cancer Benefit or Master Policy for Long-Term Disability (Income Replacement) or under both Policies. Once approved by ACCG-IRMA's Program Administrator, the Participating Employer will receive a one-page Schedule of Benefits identifying the purchased coverage(s) and a link to the Policy for the purchased coverage(s), so it may make these available to Eligible Firefighters.

**Who Does What?**

- ACCG-IRMA is the Policyholder of two firefighter cancer coverage policies insured by The Hartford: Lump Sum Cancer Benefit and Long-Term Disability (Income Replacement), (together, the "Firefighter Cancer Policies"). These coverages together are designed to meet the requirements of Georgia House Bill 146 (2016-2017), an Act effective January 1, 2018.
- The Association County Commissioners of Georgia ("ACCG") is the Program Administrator for ACCG-IRMA. ACCG uses information from the Eligible Firefighter census data provided by the Participating Employer to bill for the Firefighter Cancer Policies, and maintains (either directly or through the broker for the Firefighter Cancer Policies) Participating Employers' Application and Participation Agreements.
- Participating Employers are responsible for identifying all Eligible Firefighters, submitting complete and accurate census data to ACCG, paying premiums to ACCG-IRMA, communicating with Eligible Firefighters about the coverages it provides, providing the Schedule of Benefits and links to the applicable Policies to Eligible Firefighters, and providing all requested information and documentation to The Hartford when an Eligible Firefighter makes a claim under one or both of the Firefighter Cancer Policies.
- The Hartford evaluates and pays claims under the Firefighter Cancer Policies. All claims for benefits must be submitted to The Hartford. Neither ACCG-IRMA nor ACCG have any role in claim determination or payment.
- The Hartford provides tax services related to payments under the Long-Term Disability (Income Replacement) Policy.

**Definition of Eligible Firefighter:** An "Eligible Firefighter" is a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a legally organized fire department of the Participating Employer and as such has duties of responding to mitigate a variety of emergency and nonemergency situations where life, property, or the environment is at risk, which may include without limitation fire suppression; fire prevention activities; emergency medical services; hazardous materials response and preparedness; technical rescue operations; search and rescue; disaster management and preparedness; community service activities; response to civil disturbances and terrorism incidents; nonemergency functions including training, preplanning, communications, maintenance, and physical conditioning; and other related emergency and nonemergency duties as may be assigned or required; provided, however, that a firefighter's assignments may vary based on geographic, climatic, and demographic conditions or other factors including training, experience, and ability. A firefighter is an "Eligible Firefighter" as soon as he or she meets the description above, even though coverage under the Firefighter Cancer Policy(ies) does not become effective until completion of a waiting period as set forth in O.C.G.A. § 25-3-23.



**Employer Obligations:**

- Employer shall not require any kind of contribution from Eligible Firefighters for the coverage(s) provided under the Firefighter Cancer Policies.
- Employer is solely responsible for identifying all Eligible Firefighters (as defined above) and providing correct and complete information to ACCG.
- Employer shall submit initial Eligible Firefighter census data to ACCG in the form requested, and must update this census data as needed in order to ensure that all Eligible Firefighters are identified.
- The Employer's cost for coverage under the Firefighter Cancer Policy(ies) will be based on the most recent census data at the time of billing.
- A claim by an Eligible Firefighter may be denied if the Eligible Firefighter was not timely listed in the census data.
- Employer shall provide the Schedule of Benefits and a link to the applicable Policy(ies) to Eligible Firefighters at no charge, and shall provide a copy of the applicable Policy(ies) to an Eligible Firefighter upon request.
- When a firefighter submits a claim to The Hartford, Employer shall provide The Hartford the information requested so that The Hartford may evaluate the claim, and shall affirm that this information is accurate and complete.

If the Employer is purchasing Long-Term Disability (Income Replacement) coverage, the Employer agrees as follows.

**Employer Authorization for Tax Services:** By completing this Application and Participation Agreement, Employer authorizes The Hartford to report, withhold and deposit the taxes described below, and agrees to provide The Hartford with accurate and timely information to provide these tax services. Employer acknowledges that The Hartford, ACCG-IRMA, and ACCG, singularly and collectively, shall have no responsibility for any liability in connection with these tax services that may result from inaccurate, untimely or incomplete information provided by Employer to any of them, including but not limited to fines or penalties.

- The Hartford will withhold and deposit applicable and properly elected additional United States federal income taxes (FIT) and state income tax (SIT) as well as applicable Employee FICA taxes from disability benefits/sick pay. The Hartford will make timely filings with the appropriate United States federal and state agencies. The Hartford will deposit the taxes using The Hartford's tax identification number and will timely notify the Employer of these payments. This notification is provided on the EOB (Explanation of Benefits).
- The Hartford will prepare Forms W-2 for payees and pay the Employer's share of FICA taxes, and submit such forms and payments to the appropriate United States federal and state agencies. The Hartford will postmark by January 31st of each year, or such other date required by law, Forms W-2 containing disability benefits/sick pay information to payees and make information return filings in accordance with Federal and State requirements regarding income tax, Social Security, and Medicare tax. The Hartford will issue Forms W-2 using The Hartford's tax identification number. If the Policy is terminated, The Hartford will continue to provide Forms W-2 and make information return filings for disability benefits/sick pay payments on all claims incurred prior to termination of the Policy.
- The Hartford assumes no responsibility for any other payroll or employment related tax, fee, premium or the like including Federal Unemployment Insurance (FUTA) and State Unemployment Insurance (SUTA), State Disability Insurance, State or Local Occupational Taxes, other jurisdictional taxes such as municipal, city or county taxes, or any Workers' Compensation Tax which may be applicable to the disability benefits The Hartford is paying.
- The Hartford will prepare and deliver to Employer the annual summary reports of benefits paid.

**Desired Coverage (See Attached Proposal for Estimated Annual Premiums):**

Participating Employer is applying for and agreeing to purchase BOTH the Lump Sum Cancer Benefit & Long Term Disability (Income Replacement) coverages *unless* either of the following options is checked.

- ☐ Lump Sum Cancer Benefit Only\* OR  
☐ Long Term Disability (Income Replacement) Only\*

\* Alone, this coverage does NOT meet the requirements of HB146.

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Administrator. Coverage may be terminated in accordance with the terms of the Firefighter Cancer Policy(ies) or for Employer's failure to comply with 1) the terms of this Agreement or 2) the terms for membership in ACCG-IRMA and/or the ACCG-IRMA Accident, Disability, and Supplemental Medical Fund.

**On behalf of \_\_\_\_\_ [Name of Participating Employer], I submit this Application and Participation Agreement and agree to its terms.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

---

APPROVED BY ACCG-IRMA PROGRAM ADMINISTRATOR: \_\_\_\_\_

EFFECTIVE DATE OF COVERAGE: \_\_\_\_\_



## **RESOLUTION AUTHORIZING MEMBERSHIP IN THE ACCG - INTERLOCAL RISK MANAGEMENT AGENCY**

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes counties and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and,

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes counties to execute intergovernmental contracts to form, and become members of, an interlocal risk management agency for the purpose of sharing the risks of accident, disability, supplemental medical, general liability, motor vehicle liability, property damage, or any combination of such risks with those of other counties; and,

WHEREAS, counties within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceed the ability of a county to pay; and,

WHEREAS, counties in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and,

WHEREAS, many Georgia counties do not have sufficient resources to self-insure their risks on an individual basis; and,

WHEREAS, through the Association County Commissioners of Georgia, Georgia counties have created an intergovernmental risk management agency so that the Georgia counties may insure and/or self-insure their risks; and,

WHEREAS, the County of \_\_\_\_\_ is desirous of becoming a member of the Association County Commissioners of Georgia – Interlocal Risk Management Agency (hereafter referred to as ACCG – IRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and,

WHEREAS, the governing authority of the County of \_\_\_\_\_ has reviewed the intergovernmental contract and the bylaws of ACCG-IRMA and find that the goals of ACCG-IRMA and the obligations imposed upon this

county are in accordance with the philosophy and public policy objectives of this community; and,

WHEREAS, the governing authority of the County of \_\_\_\_\_ finds that it is in the best interest of its citizens to become a member of ACCG-IRMA,

NOW THEREFORE, BE IT RESOLVED by the governing authority of the County of \_\_\_\_\_, Georgia:

### **SECTION 1**

The governing authority of the County of \_\_\_\_\_ hereby authorizes the County to become a member of ACCG-IRMA and a participant in the following ACCG-IRMA Funds (*check all that apply*):

☐

Property and Liability Fund

☐

Supplemental Medical, Accident, and Disability Fund

### **SECTION 2**

The \_\_\_\_\_ of the County  
(Insert Title of Chief Executive Officer)  
of \_\_\_\_\_ is authorized to execute on behalf of the County the intergovernmental contract to become a member of ACCG-IRMA. Copies of the intergovernmental contract and the bylaws of ACCG-IRMA are attached to and made a part of this resolution as Appendix 1.

### **SECTION 3**

The powers of ACCG-IRMA, unless the intergovernmental contract and ACCG-IRMA bylaws are amended, shall be limited to those authorized by Chapter 85 of Title 36 of the Official Code of Georgia Annotated, and the related Rules and Regulations of the Commissioner of Insurance of the State of Georgia.

The continuing operations of ACCG-IRMA and the obligation of the County to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and ACCG-IRMA bylaws.

The \_\_\_\_\_ is designated as the County's  
(Insert Title of Designated Person)  
representative to ACCG-IRMA. The County may change its representative by  
informing ACCG-IRMA of the change in writing.

This resolution shall be effective upon its passage and approval.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

County of \_\_\_\_\_

Clerk of the County of \_\_\_\_\_  
(Imprint County Seal)

BYLAWS OF THE ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
INTERLOCAL RISK MANAGEMENT AGENCY

Revised and Adopted October 12, 2017 and  
Effective January 1, 2018

ARTICLE I

NAME AND LOCATION

Section 1. The name of this organization shall be the Association County Commissioners of Georgia-Interlocal Risk Management Agency (hereinafter referred to as "ACCG-IRMA"). In October, 1987, ACCG-IRMA was established by an intergovernmental contract among founding Georgia counties in accordance with O.C.G.A. § 36-85-1, *et seq.* (the "Statute").

Section 2. The principal office of ACCG-IRMA is located at 191 Peachtree Street NE, Suite 700, Atlanta, Georgia 30303.

Section 3. Other offices for the transaction of business may be established as the Board of Trustees (hereinafter referred to as the "Board") may determine.

Section 4. These Bylaws are adopted pursuant to the Statute, the rules and regulations of the Commissioner of Insurance of the State of Georgia (hereinafter referred to as "Commissioner") and the Intergovernmental Contract creating ACCG-IRMA (hereinafter referred to as the "Intergovernmental Contract").

ARTICLE II

ELIGIBILITY

Section 1. In order to be eligible for membership in ACCG-IRMA, an entity must be a county as defined in O.C.G.A. § 36-85-1 (hereinafter referred to as "County"). A County may become a member once it has taken all actions required by the Statute, rules and regulations of the Commissioner, and the Intergovernmental Contract to join ACCG-IRMA and has been approved by ACCG-IRMA through its Administrator. Approved Counties are hereinafter called "Members" in these Bylaws.

ARTICLE III

BOARD OF TRUSTEES

Section 1. The operation, business and property of ACCG-IRMA shall be the responsibility of the Board, which shall consist of seven (7) members.

Section 2. Trustees will be elected by the Board of Managers of the Association County Commissioners of Georgia (hereinafter "ACCG") subject to the qualifications contained in Section 3 below and in accordance with the terms set forth in Section 4.

Section 3. All Board Trustees shall be elected or appointed officials of the governing authority of Counties in good standing with, and Members of, ACCG-IRMA and ACCG. Membership on the Board is also contingent upon approval as set forth in the rules and regulations of the Commissioner. No Trustee shall be an owner, officer or employee of an administrator or service company designated by the Board to perform services on behalf of ACCG-IRMA; provided, however, that the Chair of the Board may serve on the ACCG Board of Managers in accordance with the bylaws of such Board of Managers.

Section 4. The term of office for Trustees shall be as follows:

- The term of office for Trustee positions to be designated as Posts 1, 2, and 3 shall expire on December 31, 2017;
- The term of office for Trustee positions to be designated as Posts 4 and 5 shall expire on December 31, 2018; and
- The term of office for Trustee positions to be designated as Posts 6 and 7 shall expire on December 31, 2019.

Following expiration of the above terms, the term of office for each Trustee position shall be three years. Each Trustee shall serve until expiration of his or her current term and until his or her successor shall have taken office, or (1) until he or she no longer meets the qualifications for membership on the Board set forth in Section 3 of this Article, (2) until his or her earlier death, (3) until his or her earlier resignation from the Board in accordance with Section 6 of this Article, or (4) with the exception of the Chair in accordance with Section 3 of this Article, until he or she becomes a member of the ACCG Board of Managers.

Section 5. At its first meeting after January 1<sup>st</sup> of each year, the Board shall elect from its membership a Chair and Vice Chair, who each shall serve in that capacity until the following December 31<sup>st</sup> and until a successor Chair or Vice Chair is appointed in accordance with this Section. In the event the current Chair or Vice Chair ceases to be a Trustee for any reason, the Board shall elect a successor Chair or Vice Chair to fill the remaining term. The Executive Director of ACCG shall serve as Secretary/Treasurer of ACCG-IRMA. The Secretary/Treasurer shall not have the powers of a Trustee. The Chair, or in his or her absence the Vice Chair, shall preside at all meetings of the Board and is authorized to execute all documents of ACCG-IRMA. The minutes of the meetings of the Board shall be kept by or under the direction of the Secretary/Treasurer. The Secretary/Treasurer shall keep any seal adopted by the Board on behalf of ACCG-IRMA and shall attest to any documents executed on behalf of the Board.

Section 6. A Trustee may resign and be discharged from further responsibilities of the office by giving at least sixty (60) days prior written notice, by registered mail, to the Chair of the Board or, in the event the resigning Trustee is the current Chair, to the Vice Chair. Such notice



shall set forth the date that the resignation shall take effect, which shall be the effective date of the resignation; provided, however, that if a successor Trustee has been duly elected to take office at an earlier date, the resignation of the resigning Trustee shall take effect immediately upon the effective date of the election of a successor Trustee. Upon leaving office, any Trustee shall forthwith deliver to the Chair, at the principal office of ACCG-IRMA, all records and other property of ACCG -IRMA in his or her possession or under his or her control.

Section 7. A Trustee may be removed for good cause upon a proper showing of misfeasance or malfeasance of office or upon a proper showing that the continued service in office by the Trustee would be detrimental to the best interests of ACCG-IRMA. Removal for cause shall be made upon recommendation by the Chair (or by the Vice Chair if the Trustee being removed is the Chair) and confirmation by the Board. The effective date of the removal for cause of a Trustee shall be the date upon which notice of removal shall be sent to him or her, by registered mail, by or under the direction of the Chair.

Section 8. Any vacancies occurring on the Board, including any vacancy created by reason of an increase in the number of Trustees, shall be filled as provided in this Article for election of Trustees. A Trustee elected to fill a vacancy shall hold office for the current term and until his or her successor shall take office, or (1) until he or she no longer meets the qualifications for membership on the Board set forth in Section 3 of this Article, (2) until his or her earlier death, (3) until his or her earlier resignation from the Board in accordance with Section 6 of this Article, or (4) with the exception of the Chair in accordance with Section 3 of this Article, until he or she becomes a member of the ACCG Board of Managers.

Section 9. Provided that a quorum shall be present, any remaining Trustees in office shall have all of the powers, rights and interests of the Board and shall be charged with its duties; provided, however, that a Trustee shall abstain from voting and shall not be considered as constituting a part of a quorum where a vote affecting his or her personal interest may be involved. The quorum for the transaction of business in any regular or special meeting of the Board shall consist of a majority of the Trustees then in office, participating in a meeting in the manner set forth in Article V, Sections 1 and 2, respectively. Except for matters as to which these Bylaws require a supermajority or unanimous vote, the affirmative vote of a majority of a quorum shall be necessary for any official action.

Section 10. The Chair of the Board shall submit to the Members an annual report including a summary of the financial affairs of ACCG-IRMA.

Section 11. In order to carry out its powers and duties, the Board may establish such committees as the Board deems necessary or desirable. With the exception of the Executive Committee created by Section 13 of this Article, the Chair shall appoint the members of such committees.

Section 12. Trustees may be reimbursed for actual expenses incurred in the pursuit of ACCG-IRMA business and may receive a per diem allowance as may be established by the Board for attendance at Board and committee meetings.

Section 13. The Chair, Vice Chair and one Trustee appointed by the Chair shall constitute the Executive Committee of ACCG-IRMA. The Chair shall act as chair of the Executive Committee. The Executive Committee shall have the authority to direct the activities of ACCG-IRMA between meetings of the Board and may be delegated such other responsibilities and powers as the Board may determine.

#### ARTICLE IV

##### ADMINISTRATION

Section 1. General administration and supervision of ACCG-IRMA shall be carried out by ACCG under such terms and conditions as may be agreed upon by ACCG and the Board. The Executive Director of ACCG shall serve as manager of ACCG-IRMA and shall perform such duties and exercise such powers as shall be authorized by the Board in the proper administration of ACCG-IRMA.

#### ARTICLE V

##### MEETINGS

Section 1. Regular meetings of the Board shall be held at least two (2) times per calendar year, on such dates and at such places as determined by the Board. Regular meetings may be held by a quorum (as defined in Article III, Section 9) of Trustees present in person or by means of a teleconference or other electronic format in which the Trustees have simultaneous access to the meeting. Notwithstanding the above sentence, a Trustee may designate, in writing, an individual who is not a Trustee to serve as his or her proxy at a specific meeting, in which event the proxy's presence in person or by teleconference shall count solely for purposes of establishing a quorum; such proxy shall not have voting rights. The Secretary shall furnish each Trustee notice of the time, date and place such meetings at least ten (10) days prior to the date of such meetings.

Section 2. Special meetings of the Board may be called by (1) the Chair, (2) by the Vice Chair in the event that the Chair is incapacitated or otherwise unable to perform the duties of Chair, or (3) by any three Trustees. A quorum for special meetings shall be established in the same manner as for regular meetings as described in Section 1 of this Article. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time fixed for the meeting. A Trustee's attendance at or participation in a special meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, time, location and manner in which it was called. All notices of special meetings of the Board shall state the purpose thereof.

Section 3. Actions may be taken by the Board outside of a regular or special meeting in accordance with this Section so long as all Trustees, severally or collectively, consent in writing, through email, or by telephone poll to a proposed action. Such action is valid as though it had been authorized at a meeting of the Board, so long as any official action is subsequently recorded in the minutes of the Board.

Section 4. Meetings of the Executive Committee may be called by the Chair, or by the Vice Chair in the event that the Chair is incapacitated or otherwise unable to perform the duties of Chair. The quorum for meetings of the Executive Committee shall be its entire membership, present in person or by means of a teleconference or other electronic format in which the members of the Executive Committee have simultaneous access to the meeting. Actions taken by the Executive Committee pursuant to its authority under Article III, Section 13 of these Bylaws shall require the unanimous vote of the Committee's membership and shall be subsequently recorded in the minutes of the Board.

## ARTICLE VI

### FISCAL YEAR

Section 1. ACCG-IRMA shall operate on a fiscal year from July 1 to June 30.

## ARTICLE VII

### POWERS AND DUTIES

Section 1. The Board, in addition to other powers herein conferred or authorized by the Statute, the rules and regulations of the Commissioner, or by the Intergovernmental Contract creating ACCG-IRMA, shall have the following powers:

- A. To provide general oversight of the operations of ACCG-IRMA in accordance with these Bylaws, the Statute, the rules and regulations of the Commissioner, and any agreements with ACCG for administration of ACCG-IRMA;
- B. To make and enter into contracts for such services as it deems necessary;
- C. To incur debts, liabilities and obligations;
- D. To acquire, hold, encumber or dispose of real and personal property;
- E. To sue or be sued in its own name, and take all measures necessary or desirable in the prosecution or defense of claims;
- F. To collect contributions and assessments from Members;
- G. To establish and administer such group self-insurance funds as the Board deems advisable;
- H. To pay authorized losses on behalf on ACCG-IRMA Members participating in a fund or funds;
- I. To establish the method for rating and risks of individual Members;

- J. To establish loss control procedures and to advise and educate Members in loss control and risk reduction;
- K. To provide risk management services, including but not limited to defense and settlement of claims;
- L. To purchase insurance and to purchase reinsurance, excess insurance, or to establish such other excess loss funding program as the Board deems necessary to protect the interest of the Members of ACCG-IRMA;
- M. To employ an attorney or attorneys;
- N. To engage a service company or companies, and such agents or employees as the Board deems advisable;
- O. To determine the general policies for operation of ACCG-IRMA that shall be followed by all committees, officers, agents and independent contractors employed by ACCG-IRMA;
- P. To adopt rules for the conduct of the affairs of ACCG-IRMA;
- Q. To invest and reinvest contributions of Members in accordance with policies established by the Board;
- R. To adopt such other rules and regulations as the Board may deem desirable in the operation of ACCG-IRMA;
- S. To terminate the membership of any Member in accordance with the procedures set forth in the Intergovernmental Contract, these Bylaws, and the rules and regulations of the Commissioner;
- T. To establish the basis and the procedure for assessment of Members in the event of a financial deficiency of ACCG-IRMA or of a fund;
- U. To provide for policies relating to collection of contributions, discounts on contributions, methods of payment, distribution of surplus funds to Members, assessments and other policies concerning the operation of ACCG-IRMA;
- V. To exercise all powers of a Group Self-Insurance Fund as set forth in the Statute and implementing rules and regulations of the Commissioner, as the same may be amended from time to time; and
- W. To take such actions as the Board deems necessary or convenient in accomplishing the purpose of ACCG-IRMA.

Section 2. The Board, in addition to other duties imposed by law or by the Intergovernmental Contract creating ACCG-IRMA, shall have the following duties:

- A. The Board shall adopt an annual budget for each fiscal year of ACCG-IRMA;
- B. The Board shall make provisions for proper accounting and reporting procedures of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon ACCG-IRMA;
- C. The Board shall provide for an annual audit of ACCG-IRMA prepared by a certified public accountant utilizing generally accepted accounting practices;
- D. The Board shall establish and maintain such accounts as the Board shall deem necessary or proper;
- E. All monies of ACCG-IRMA shall be deposited in an account or accounts established by the Board;
- F. The Board shall assure that all Member contributions received by any administrator shall be immediately remitted to the appropriate depository bank or banks for deposit, in the proper proportion to guarantee that the contributions to a fund or funds required from such contributions is made;
- G. The Board shall arrange for the investment of money received by ACCG-IRMA so as to keep the same invested at a favorable interest rate for the benefit of the Members of ACCG-IRMA;
- H. The Board shall take such actions as may be necessary to remain in compliance with the Statute and the rules and regulations of the Commissioner; and
- I. The records for each fiscal year shall be maintained separately for accounting purposes for the benefit of the Members of ACCG-IRMA active during the fiscal year.

## ARTICLE VIII

### DIVIDENDS AND ASSESSMENTS

Section 1. Contributions and other income in excess of claims, administrative expenses, and appropriate reserves may be returned or credited to Members of a fund or funds from time to time, in such amounts and proportions as the Board, in its discretion, may determine as proper. Such credits or return of surplus contributions and other income shall be subject to any necessary authorization or approval by the Commissioner. No surplus accumulations shall be returned if such payment would impair the stability or security of a fund or of ACCG-IRMA. Any former Member who has withdrawn at the time of a distribution shall be barred from receiving any portion of the distribution.



Section 2. The Board may establish the method for collection of any assessments of Members which become necessary to meet any financial deficiency of ACCG-IRMA or of any fund, subject to the approval of the Commissioner.

## ARTICLE IX

### MEMBERSHIP TERMINATION

Section 1. The Board may be involuntarily terminated as a Member of ACCG-IRMA by the Board for:

- A. Failure to timely pay its contribution, assessment, or otherwise to discharge its financial obligations to ACCG-IRMA when due;
- B. Failure to timely report, to the administrators or designed service company, accidents or other incidents which might involve indemnifications from or claims against ACCG-IRMA or from a fund established by ACCG-IRMA;
- C. Failure to comply with the loss control and written management recommendations of ACCG-IRMA or ACCG-IRMA's representatives or agents;
- D. Failure to comply with any requirements contained within a coverage description of a fund in which the Member participates;
- E. Excessive losses; or
- F. Failure to comply with the Statute or other applicable laws, the rules and regulations of the Commissioner, the Intergovernmental Contract establishing ACCG-IRMA, or these Bylaws.

Section 2. Termination for failure to pay a contribution or assessment when due shall be accomplished by written notice stating the time the termination will be effective, which shall not less than fifteen (15) days from the date of notice, to be delivered in person or by depositing such notice to the Member of the last address of record at the U.S. Postal Service, by registered mail, return receipt requested. Reinstatement shall be upon such terms as the Board may impose, including, but not limited to, a requirement that not more than one year's contributions be paid in advance. Involuntary terminations for any other cause shall require 45 days advance written notice in the same manner as described above.

Section 3. The Commissioner shall be furnished a copy of any termination notice forwarded to a Member.

## ARTICLE X

### ESTABLISHMENT OF FUNDS

Section 1. The Board shall establish a group self-insurance fund or funds comprised of public monies from contributions of Members in order to pool and jointly self-insure, or otherwise provide coverage for, the risks of accident, disability, supplemental medical, general liability, motor vehicle liability, property damage, or any combinations of such risks.

Section 2. The Board shall establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of ACCG-IRMA, to create adequate loss reserves for each fund, and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board.

## ARTICLE XI

### TERMINATION OF AGENCY

Section 1. ACCG-IRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Board of Trustees requiring such cessation. The Board may also terminate the existence of any fund or funds it has established by a majority vote of the Board, provided that such termination is in compliance with the Statute and the rules and regulations of the Commissioner. To the extent of money remaining in a terminated fund, however, ACCG-IRMA shall continue to pay Members' claims and losses incurred prior to the date of a fund's termination until the money in the terminated fund is exhausted. In the event that revenues remain in a terminated fund after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to ACCG-IRMA at its termination. In the event of ACCG-IRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of ACCG-IRMA. The Board shall be authorized to sell, transfer, or otherwise assign the processing and payment of claims to a third party in the event of termination of ACCG-IRMA or in the event of termination of a fund.

## ARTICLE XII

### AMENDMENTS

Section 1. Amendments to these Bylaws may be made at any regular or special meeting of the Board by the affirmative vote of two-thirds (2/3) of the Trustees then in office, subject to approval by the ACCG Board of Managers.

## Intergovernmental Contract

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the counties who are now or may hereafter become Members of the Association County Commissioners of Georgia - Interlocal Risk Management Agency (hereafter referred to as ACCG - IRMA) for the purpose of creating one or more group self-insurance funds for the management of liability and property damage risks of the Member counties.

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes Georgia counties to form interlocal risk management agencies; and,

WHEREAS, certain counties which are signatories to this contract desire to form such an interlocal risk management agency pursuant to such statute and the rules and regulations of the Commissioner of Insurance of the State of Georgia.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each county becoming a party to this agreement, the parties agree as follows:

### **PARAGRAPH 1**

#### **Establishment of the Association County Commissioners of Georgia - Interlocal Risk Management Agency**

##### **Section 1.1**

##### **Association County Commissioners of Georgia – Interlocal Risk Management Agency Created.**

A county interlocal risk management agency to function as an unincorporated non-profit instrumentality of its Member counties in the manner expressed herein is created. The purpose of this agreement is to jointly exercise powers common to each participating county:

- to establish and administer a risk management service;
- to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of county government; and

- to defend and protect, in accordance with this contract and related coverage descriptions, any Member of ACCG - IRMA against liability or loss as stated in such documents. The activities of ACCG - IRMA shall not constitute conduct of an insurance business.

## **Section 1.2**

### **Preliminary Operations**

When two or more counties shall have executed this agreement, the Board of Trustees, as designated in Paragraph 3 of this agreement, shall direct the affairs of ACCG - IRMA. The Executive Director of the Association County Commissioners of Georgia shall be appointed as Manager. The Manager may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of ACCG - IRMA. Any county, as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, shall be eligible to apply for membership in ACCG - IRMA.

## **PARAGRAPH 2**

### **Definitions**

#### **Section 2.1**

#### **Definitions**

In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) "Manager" shall mean the person or agency designated to supervise the administration of ACCG - IRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) "ACCG - IRMA" shall mean the Association County Commissioners of Georgia - Interlocal Risk Management Agency.
- (3) "Board" shall mean the Board of Trustees of ACCG - IRMA.
- (4) "Coverage Description or Description" shall mean the written explanation of general liability, motor vehicle liability, property damage and other claims for which Members are jointly self-insured through a Fund or Funds.

- (5) "Group Self-Insurance Fund or Fund" shall have the same meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.
- (6) "Member" shall mean a county as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended, participating in ACCG - IRMA in conformity with this contract.
- (7) "Service Company" shall mean a person or agency designated to perform claim settlement services, to make a determination of risk factors of Members and applicants for membership, to acquire necessary excess insurance and reinsurance proposals, and to perform other functions in the day to day operation of ACCG - IRMA as directed by the Board or Manager.

### **PARAGRAPH 3**

#### **Board of Trustees**

##### **Section 3.1**

##### **Initial Board Qualifications**

The initial Board shall take office when this agreement shall become effective in accordance with Paragraph I hereof. The initial trustees and their terms of office shall be as specified in the bylaws of ACCG - IRMA.

##### **Section 3.2**

##### **Subsequent Board Members**

The Board of ACCG - IRMA shall be those persons selected in accordance with the bylaws of ACCG - IRMA.

##### **Section 3.3**

##### **Meetings**

All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.



**Section 3.4****Liability of Trustees, Officers, or Agents**

Trustees, Officers, and agents of ACCG - IRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for any mistakes of judgment or other action made, taken or admitted by them in good faith, nor for any action taken or admitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of funds or failure to invest. No trustee shall be liable for any action taken or admitted by any other trustee. No trustee shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Georgia Commissioner of Insurance. ACCG - IRMA shall defend and hold harmless any officer or agent for actions taken by trustees or performed by the officers, agents or employees within the scope of their authority for ACCG - IRMA. ACCG - IRMA may purchase insurance providing such coverage for trustees, officers, agents or employees.

**PARAGRAPH 4****Board Powers and Duties**

The Board, in addition to other powers and duties conferred or imposed on it by law, is authorized in the name of ACCG - IRMA to exercise the powers enumerated in Article VII of the bylaws and do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of the ACCG - IRMA.

**PARAGRAPH 5****Membership****Section 5.1****Membership**

The initial membership of ACCG - IRMA shall consist of those counties who have executed this agreement, or its counterpart, by the duly constituted chief executive officer acting upon the resolutions of the governing authorities of the counties and which have paid the prescribed contributions pursuant to the provisions of this agreement. Initial and additional Members may be admitted upon approval of the Manager in accordance with policies established by the

Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions. Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

## **Section 5.2**

### **Member Representatives**

Each Member shall designate a representative to ACCG - IRMA by action of its governing body. The representative shall be responsible to the Member for implementation of all loss control measures and for execution of the duties imposed on the Members by this agreement and the bylaws established hereunder.

## **Section 5.3**

### **Withdrawal**

- (1) Each Member shall continue its membership for a minimum period of two complete ACCG - IRMA fiscal years following its admission to ACCG - IRMA or, in the case of initial Members, from the date of activation of ACCG - IRMA. Effective upon the conclusion of such period, or effective at the end of any subsequent fiscal year, a Member may withdraw on ninety days advance written notice to ACCG - IRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by ACCG - IRMA in the operation of a Group Self-Insurance Fund. ACCG - IRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.
- (2) At the conclusion of a Member's second full fiscal year membership, all membership shall be on a year-to-year basis. Effective at the end of any fiscal year, ACCG - IRMA may, on ninety days advance notice to a Member, determine not to renew a Member's membership in ACCG - IRMA or the Member's participation in any Fund.
- (3) Any Member failing to make payments required by Paragraph 6 of this agreement when due shall, upon proper notice, be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the Board, the Manager may reinstitute each membership in accordance with Board policy.

- (4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members; provided, however, that Members involuntarily terminated for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a Fund or to otherwise discharge its obligations to a Fund or to ACCG - IRMA when due, shall be entitled to a refund of the unearned premium paid by the Member, calculated on a pro-rate basis, within 15 days of the notice of termination (unless delayed by an audit or rate investigation).

#### **Section 5.4**

##### **Membership Review and Termination**

A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

#### **PARAGRAPH 6**

##### **Obligations of Members**

#### **Section 6.1**

##### **Member Obligation**

Members of the ACCG - IRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund which is established by the Board.
- (2) To pay all contributions, assessments or other sums due to such times and in such amounts as shall be established by the Board.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board, and its agents, reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of ACCG - IRMA.
- (5) To allow attorneys appointed by ACCG - IRMA to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by ACCG - IRMA.

- (6) To assist and cooperate in the defense and settlement of claims against a Member.
- (7) To furnish full cooperation to ACCG - IRMA's attorneys, claims adjusters, Service companies, and any agent, employee, officer or independent contractor of ACCG - IRMA relating to the purposes of ACCG - IRMA.
- (8) To follow all loss reduction and prevention procedures established by ACCG - IRMA.
- (9) To furnish ACCG - IRMA such budget, operating and underwriting information as may be requested by the Board.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in ACCG - IRMA or any Fund established by ACCG - IRMA being required to pay a claim or claims for loss or injuries to county property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

## **Section 6.2**

### **Optional Defense of Fund Member**

A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided however; the attorney selected by ACCG - IRMA to defend the claim shall be lead counsel in all matters.

## **Section 6.3**

### **Contractual Obligation**

This agreement shall constitute a contract among the Members of ACCG - IRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action, inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in duplicate originals and the agreement of a count thereto shall be evidenced by a signed copy of a resolution adopted by its governing authority authorizing an appropriate official of the county to execute the agreement on behalf of the county. The contracting parties intend to create a risk management agency for group self-insurance purposes only within the scope of this agreement. ACCG - IRMA's bylaws and related Coverage Descriptions. Nothing contained herein

shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85-15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of any Fund and assessments may be required to meet any financial deficiencies of ACCG - IRMA or of any Fund.

## **PARAGRAPH 7**

### **Amendments to Contract**

#### **Section 7.1**

##### **Amendments**

This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the Members shall become effective immediately or at such future time, as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such a change or amendment, may, at its option, withdraw and shall be entitled to a refund of any contributions made on account of the current fiscal year in proportion to the time remaining in the fiscal year period.

## **PARAGRAPH 8**

### **Audits and Financial Reports**

#### **Section 8.1**

##### **Annual Report**

Each Fund established by ACCG - IRMA shall have an annual audit of its books and accounts performed by a certified public accountant. The Board shall provide to the Members an annual report of the financial affairs of ACCG - IRMA and of each Fund maintained by ACCG - IRMA.



**PARAGRAPH 9****Operation of Group Self-insurance Funds****Section 9.1****Loss Protection**

ACCG - IRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

**Section 9.2****Coverage Descriptions**

The Board may develop and issue self-insurance Coverage Descriptions for Funds as it deems necessary and advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as it deems advisable. Such amended Coverage Descriptions shall be effective for ACCG - IRMA in subsequent fiscal years.

The foregoing Intergovernmental Contract is entered into on behalf of the County this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the duly authorized officer whose signature appears below.

Chairperson/Sole Commissioner/ Chief  
Executive Officer of

\_\_\_\_\_  
[County / Authority Name]

By: \_\_\_\_\_  
[Signature]

ATTEST:

\_\_\_\_\_  
[County Clerk / Other]

(Imprint County Seal)

[corrected 1/2/15]

# HB 146 Cancer Insurance Benefits for Georgia

Page 195 of 251

CHUBB®

Designed for: Fayette County Board of Commissioners  
140 Stonewall Ave. West, Fayetteville, GA 30214

Underwritten by: ACE American Insurance Company  
For: Glatfelter Specialty Benefits



## Schedule of Benefits

Chubb Accident & Health is pleased to offer a proposal for cancer insurance underwritten by ACE American Insurance Company. This proposal is valid until the earlier of the proposed effective date or 90 days after the date it is issued. If by that date you have not accepted the terms we have offered in this proposal, it will no longer be valid. If you accept the terms of this proposal, coverage is subject to Chubb's determination that trade or economic sanctions or regulations do not prohibit us from binding coverage.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to <https://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>.

**Date Issued** 10/4/2017

**Proposed Effective Date** January 1, 2018 to January 1, 2019

### Eligibility

- |         |   |
|---------|---|
| Class 1 | All full-time and part-time firefighter employees of the Policyholder as defined in Code Section 25-4-2 who are in Active Service, as provided on the annual roster, who have served 12 consecutive months as a firefighter and for whom the required premium has been paid |
| Class 2 | All volunteer firefighters of the Policyholder defined in Code Section 25-4-2 who are in Active Service, as provided on the annual roster, who have served 12 consecutive months as a firefighter and for whom the required premium has been paid.                          |

### Exposure

Class 1 - # of Full-time and Part-time Firefighters: 135

Class 2 - # of Volunteer Firefighters: 0

### Annual Premium

\$30,105.00

This information is a brief description of the important features of the proposed insurance plan underwritten by ACE American Insurance Company. It is not a contract of insurance. Coverage may not be available in all states or certain terms may be different if required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

## Plan Benefits & Covered Activities

### Class 1

#### Cancer Benefits

Early Stage Cancer Benefit:	\$6,250
Advanced Cancer Benefit:	\$25,000
Lifetime Maximum:	\$50,000

#### Disability Benefit

Monthly Benefit Amount:	Lesser of 60% of Monthly Salary or \$5,000, minus Other Income Benefits
Benefit Waiting Period:	6 months from the date the Total Disability commencement or Cancer
Maximum Benefit Period:	36 months

### Class 2

#### Cancer Benefits

Early Stage Cancer Benefit:	\$6,250
Advanced Cancer Benefit:	\$25,000
Lifetime Maximum:	\$50,000

#### Disability Benefit

Monthly Benefit Amount:	\$1,500, minus Other Income Benefits
Benefit Waiting Period:	6 months from the date the Total Disability commencement or Cancer
Maximum Benefit Period:	36 months

### Reduction in Disability Benefits

The amount of the Insured's Disability Benefits will be reduced by the amount of any Other Income Benefits paid on account of the Insured's Total Disability.

## Terms & Conditions

### Who Is Eligible For Insurance?

An individual in one of the eligible classes shown in the *Schedule of Benefits* is eligible for coverage.

### When Does Coverage Go Into Effect?

Insurance for an eligible individual is effective on the latest of the policy effective date or the date he or she becomes eligible.

Coverage for an eligible individual who is not in active service on the date insurance would otherwise be effective will not go into effect until he or she returns to active service.

### When Does Coverage Terminate?

An insured individual's coverage will end on the earliest of the date the policy terminates; the period ends for which premium is paid; or the date he or she is no longer in active service or is no longer eligible.

### Continuation of Insurance

If after at least one year as a firefighter for the Policyholder, the Insured departs from employment, ceases to be a volunteer, or retires, and if an Insured's insurance ends because his or her employment ends, he or she ceases to be a volunteer, or he or she retires, the Insured may apply for conversion insurance.

The Insured may choose the type of insurance We have available for persons of his or her age in the amount applied for, except:

1. he or she may not apply for an amount greater than the coverage in force under the Policy less the amount of any other group Accident insurance for which he or she becomes eligible within 31 days after the date coverage under the Policy ends; and
2. the conversion insurance will only contain the benefits contained in this Policy.

The Insured must apply for conversion insurance within 31 days after his or her coverage under the Policy ends. The Insured is responsible for all payment of premiums for the conversion policy. Premiums will be based on the table of rates in force at that time for such policies based on the Insured's age and class of risk. The Insured will not be required to provide evidence of insurability.

If the Insured suffers a Covered Loss within the initial 31 days after his or her coverage under the Policy ends, We will pay benefits under this Policy. After the initial 31 day period, no additional benefits are payable under this Policy.



## Benefits & Features

### Cancer Benefits

If an Insured is diagnosed with any of the Covered Illnesses listed below, We will pay the lump sum shown in the Schedule of Benefits for that illness, subject to the following conditions:

- 1) the Insured must have served a minimum of twelve (12) consecutive months as a firefighter of the Policyholder; and
- 2) the Insured must be alive to receive benefits under this Policy.

### Covered Illnesses

1. **Early Stage Cancer.** We will pay the Early Stage Cancer Benefit shown in the Schedule of Benefits, upon acceptable proof of diagnosis that, with respect to the type of Cancer involved:
  - (a) There is carcinoma in situ such that surgery, radiotherapy, or chemotherapy has been determined to be Medically Necessary;
  - (b) There are malignant tumors which are treated by endoscopic procedures alone;
  - (c) There are malignant melanomas; or
  - (d) There is a tumor of the prostate, provided that it is treated with radial prostatectomy.
2. **Advanced Cancer.** We will pay the Advanced Cancer Benefit shown in the Schedule of Benefits, upon acceptable proof of diagnosis that, with respect to the type of Cancer involved:
  - (a) Surgery, radiotherapy, or chemotherapy is Medically Necessary;
  - (b) There is metastasis; or
  - (c) The firefighter has terminal cancer, is expected to die within 24 months or less from the date of diagnosis, and will not benefit from, or has exhausted, curative therapy.

Cancer Benefits are subject to the Lifetime Maximum shown in the Schedule of Benefits. Any Insured who is simultaneously a member of more than one fire department at the time of diagnosis may only receive Cancer Benefits from one fire department.

### Disability Benefit

We will pay the Disability Benefit shown in the *Schedule of Benefits* if the Insured is Totally Disabled as a direct result of, and from no other cause but, a Covered Illness that occurs while covered under this Policy. Disability Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the *Schedule of Benefits* for this benefit is satisfied;
2. the Insured is under the Appropriate Care of a Doctor; and
3. the Insured provides satisfactory proof of Total Disability to Us.

We will require continued proof of the Insured's Total Disability from time to time at least once a quarter at the Insured's expense, in order for benefits to continue.

Benefit Payments will end on the first of the following dates:

1. the date the Insured departs from employment as a firefighter or retires; or
2. the date the Insured dies; or
3. the date the Insured is no longer Totally Disabled; or
4. the date the Maximum Benefit Period for this benefit ends; or
5. the date the Insured fails to submit satisfactory proof of continuing Total Disability.

“Total Disability” or “Totally Disabled” means that the Insured, as a direct result of a covered accident or Covered Illness, is unable to perform the substantial and material duties of his or her occupation as a firefighter for a period of at least six (6) months. After the initial benefit period, total disability means the Insured’s inability to perform the duties of his or her occupation as a firefighter.

### **Successive Periods of Disability**

Once the Insured is Totally Disabled under the Policy, separate periods of Total Disability resulting from the same or related causes are a continuous period of Total Disability unless the Insured returns to work as a firefighter for at least 6 months between periods of Total Disability. Only one Benefit Waiting Period and Maximum Benefit Period apply to any one period of continuous Total Disability.

A period of Total Disability is not continuous if separate periods of Total Disability result from unrelated causes, or the Insured’s later Total Disability occurs after the Insured’s coverage under the Policy ends. This provision will not apply if the Insured is eligible for coverage under a plan that replaces the Policy.

### **Not Covered**

No payment will be made for any Total Disability for which benefits are payable under any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

## **Hazards**

### **Line of Duty Coverage**

We will pay benefits for a Covered Loss that results from an Insured's participation in a "Line of Duty" response to an emergency.

"Line of Duty" means acts done according to the standards set by the Policyholder for such emergency response circumstances, including traveling en route to, during or returning from fire calls or other emergencies or disasters and scheduled training sessions.

## Exclusions

We will not pay benefits for any loss that is caused by, or results from:

1. for Sickness (other than a Covered Illness specifically provided in this Policy), even though such Sickness may have been complicated by one of the Covered Illnesses.
2. for misuse of medication or the abuse of drugs or intoxicants.
3. for war or any act of war, whether declared or not.
4. for service in the military, naval or air service of any country.
5. for Sickness or disease (other than a Covered Illness specifically provided in this Policy), bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
6. for the voluntary use of illegal drugs; the intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; the intentional misuse of prescription drugs.
7. for disability for which the Insured Person is entitled to benefits under any Worker's Compensation Act.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.



## The Leading Insurer of Emergency Services

### Our History

VFIS drafted the first specialized insurance policy in 1969 to meet the unique needs of America's emergency service organizations. From the very beginning, VFIS has had a strong commitment to education, training and consulting as part of our efforts to help the emergency service community, and we continue to expand these efforts.

Since 1980, we have handled nearly 450,000 claims for emergency service organizations, and the number grows each day. With that, more than 10,000 emergency service organizations have experienced little or no change in pricing at their renewal for the past 5 years and over 96 percent of VFIS customers have stayed with us for the past 10 years.

### Education and Training

VFIS Education, Training and Consulting services offers a series of on-line educational programs on its distance learning site; [www.vfisu.com](http://www.vfisu.com).

Always available at the client's availability, these courses provide an introduction to the issue, preventative techniques, how to respond when a member advises they have cancer, and resource guidance for additional information.

Customized training can be developed and offered based upon identified need.

Courses at [www.vfisu.com](http://www.vfisu.com) include:

- A006 Cancer and the Firefighter – An Awareness
- A007 Firefighter Cancer Resources to Assist You
- A013 Talking About and Responding to Firefighter Cancer
- 125 Recommendations Related to Reducing Known Risk of Cancer in Firefighters



## About Chubb

In January 2016, ACE Limited acquired The Chubb Corporation and adopted the renowned Chubb name globally. Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

Chubb N.A. Accident & Health, a U.S.-based marketing division of the Chubb Group of Companies, is headquartered in Philadelphia, Pennsylvania. We are committed to a market-driven philosophy—responding to the special needs of our customers with insurance solutions that provide stability in an ever-changing market. Our superior underwriting expertise and solid financial strength provide the competitive advantage we need to distinguish ourselves in that marketplace. We offer innovative solutions by partnering with other Chubb businesses and teaming with specialty producers to provide a full range of global products and services.

We recognize that serious injuries can have a devastating impact on individuals and the families that survive them. That is why Chubb Accident & Health's corporate accident and sickness portfolio includes a breadth of products flexible enough to meet the needs of small, mid-size, and large Fortune 1000 companies with multinational employee populations around the world. These programs are available on an occupational, non-occupational, or 24-hour basis and may be packaged and administered as a single program. They can help to provide the critical financial security and resources necessary to deal with catastrophic loss.

For more information about our products and services, please visit [www.chubb.com/accident](http://www.chubb.com/accident)

## The Advantages of Doing Business with Chubb

### Innovation

Our entrepreneurial business philosophy and expert industry knowledge allow us to remain flexible in finding the *right* solution.

### Superior Solutions

We are dedicated, solutions-oriented professionals able to provide quick responses and expert handling of customer needs.

### Global Protection

The Chubb global network can satisfy the insurance needs of companies operating worldwide.

### Financial Strength

Consistently high ratings that reflect our financial strength and our ability to meet our obligations to our customers.

A.M. Best	A++
Standard & Poor's	AA
Moody	Aa3
Fitch	AA

## Glossary of Terms

Please note, certain words used in this document have specific meanings.

**“Appropriate Care”** means the determination of an accurate and medically supported diagnosis of the Insured’s Total Disability, or ongoing medical treatment and care of the Insured’s Total Disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

**“Benefit Waiting Period”** means the period of time the Insured must be continuously Totally Disabled before Disability Benefits may be payable. The Benefit Waiting Period is shown in the Schedule of Benefits.

**“Active Service”** means a Insured is either 1) if an employee, actively at work performing all regular duties on a full-time or part-time basis either at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if a volunteer, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**“Cancer”** means a malignant tumor characterized by the uncontrolled and abnormal growth and spread of malignant cells and invasion of normal tissue. This includes bladder, blood, brain, breast, cervical, esophageal, intestinal, kidney, lymphatic, lung, prostate, rectum, respiratory tract, skin, testicular, and thyroid cancer; leukemia; multiple myeloma; or non-Hodgkin's lymphoma.

A Doctor certified as an Oncologist must confirm the diagnosis of Cancer in writing.

**“Covered Loss” or “Covered Losses”** means a condition or disability covered under the Policy.

**“Doctor”** means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. It will not include an Insured or a member of the Insured’s Immediate Family or household.

**“Hospital”** means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of inpatient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provide organized facilities for diagnosis, treatment, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

We will not deny a claim for services rendered in any one of the following Hospitals solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability: 1) the Joint Commission on the Accreditation of Hospitals; or 2) the American Osteopathic Association; or 3) the Commission on the Accreditation of Rehabilitative Facilities.

**“Insured”** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**“Medically Necessary”** means a treatment, service or supply that is: 1) required to treat a Covered Illness; prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Insured’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. The fact that a Doctor may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Policy.

**“Monthly Salary”** means the average payments made to the Insured by a fire department for his or her service as a firefighter. Monthly salary will not include any performance bonus, expense reimbursement or other extra or additional payments of any kind. Monthly salary will be determined as the average of such payments over the shorter of:

- (1) The 12 months immediately prior to the date Total Disability began; or
- (2) The period worked.

**“Other Income Benefits”** means any other disability benefits actually paid to the Insured, from any source other than insurance separately purchased by the Insured. Other Income Benefits include benefits paid under:

- (1) any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
- (2) any Social Security or retirement benefits the Insured receives or any third party receives (or is assumed to receive) on the Insured’s behalf or for the Insured’s dependents; or, if applicable, that the Insured’s dependents receive (or are assumed to receive) because of the Insured’s entitlement to such benefits.
- (3) Any proceeds payable under any group insurance or similar plan, provided the insurance was not separately purchased by the Insured. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim.

**“Pro rata share”** means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

**“We,” “Our,” “Us”** means the insurance company underwriting this insurance or its authorized agent.

**CHUBB****Letter of Intent**

It is our intention to accept the proposal of the Cancer Insurance Policy offered by ACE American Insurance Company, a member insurer of the Chubb Group of Insurance Companies.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Effective Date of Coverage: \_\_\_\_\_

**Full-time & Part-time Firefighters:**

# of Full-time Firefighters: \_\_\_\_\_

# of Part-time Firefighters: \_\_\_\_\_

**Volunteer Firefighters:**

# of Volunteer Firefighters: \_\_\_\_\_

# COUNTY AGENDA REQUEST

Page 208 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of a recommendation from the Selection Committee comprised of Commissioners Charles Rousseau and Charles Oddo, to appoint Elizabeth Morgan to a term beginning immediately and expiring on June 30, 2020, to the McIntosh Trail Community Service Board.

## Background/History/Details:

The McIntosh Trail Community Service Board is a public entity created by the Georgia legislature in 1993 to provide for mental health, developmental disability, and addictive disease services to residents living in Butts, Fayette, Henry, Lamar, Pike, Spalding and Upson Counties. the mission of the McIntosh Trail Community Service Board is to offer individuals experiencing symptoms associated with mental illness, addictive disease and/or developmental disability the hope for optimal functioning by providing quality behavioral health serves and supports. The McIntosh Trail Community Service Board is comprised of fifteen members appointed from each of the seven counties of which Fayette County has three members. Two of the Fayette County's members are appointed from the citizenry by the Fayette county Board of Commissioners and the other member is required to be an elected official or designated county appointee.

One available position was advertised and one citizen responded to the advertisement. The Selection Committee reviewed the applicant's application and is making the recommendation to the Board of Commissioners for approval.

This seat was previously occupied by Lavonia Stepherson.

## What action are you seeking from the Board of Commissioners?

Approval to appoint Elizabeth Morgan to a term beginning immediately and expiring on June 30, 2020, to the McIntosh Trail Community Service Board.

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:





"WHERE QUALITY  
IS A LIFESTYLE"

June 8, 2017

MINUTES OF THE SELECTION COMMITTEE FOR APPOINTMENT OF ONE OPEN POSITION TO THE  
McINTOSH TRAILS COMMUNITY SERVICE BOARD

The Selection Committee for the McIntosh Trails Community Service Board, comprised of Commissioner Charles Rousseau and Commissioner Charles Oddo, convened June 8, 2017 to interview three applicants, for one open position.

The Selection Committee interviewed

Ms. Debra White at 9:00 am

Ms. Karen Dias at 9:30 am

Ms. Elizabeth Morgan at 10:00 am

The Selection Committee adjourned at 10:00 am and reconvened on September 6, 2017, at 12:20 pm to make a selection.

Ms. Elizabeth Morgan was chosen as the Committee's nomination to the full Board of Commissioners.

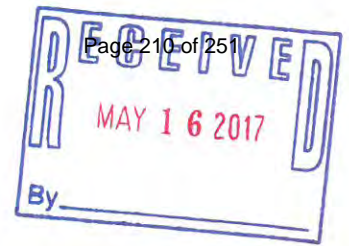
The Selection Committee adjourned at 12:30 pm

---

Charles D. Rousseau  
Commissioner

---

Charles W. Oddo  
Commissioner



APPLICATION FOR APPOINTMENT  
McIntosh Trail Community Service Board

Thank you for your interest in being considered as Fayette County's appointment to the McIntosh Trail Community Service Board.

McIntosh Trail Community Service Board members represent seven counties throughout central-western Georgia to terms which generally last three years. Meetings are typically held once every month anywhere within its seven-county district. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca White, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, May 19, 2017.

If you have any questions, please call (770) 305-5102.

*NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.*

NAME	Elizabeth (Liz) Morgan	
ADDRESS	225 Pine Knott Rd	Fayetteville, GA 30214
TELEPHONE (day)	[REDACTED]	
(evening)	Same	
(email address)	[REDACTED]	
Signature		Date
Elizabeth Morgan		5/12/2017

1. How long have you been a resident of Fayette County? *18 years*

2. Why are you interested in serving on the McIntosh Trail Community Service Board?

*I'd like the opportunity to help grow these services in the community, improve awareness in the county among individuals who may need these services, and provide additional support for caregivers and family members.*

3. What qualifications and experience do you possess for appointment to the McIntosh Trail Community Service Board?

*I have over 30 years of professional business experience including customer relationship management, technology implementation, commercial negotiation, and consulting. Through these experiences, I've worked with a variety of people from various cultures and economic situations. I've learned to listen more, value diversity and appreciate my own good fortune. I've worked with and directed case managers during the relocation of the Atlanta Housing Authority's (AHA) University homes residents into Section 8 housing. Many of these residents were disabled and/or suffered from addiction. I'm an active member of the National Alliance on Mental Illness (NAMI), have attended their family to family training class, and plan to become a trainer of family to family classes later this year. I believe my experiences and skills can bring a unique, effectual perspective to this position.*

4. List your recent employment experiences to include name of company and position.

Current:	SITA	Sr Commercial Manager
Previous:	Draper and Associates	Sr Consultant, Director of Relocation Services (AHA)
Previous:	Delta Air Lines	General Manager – Consumer Marketing
Previous:	Please refer to resume	

5. Do you have any past experience relating to the McIntosh Trail Community Service Board? If so, please describe.

*Yes. I have a family member that utilizes the services provided through McIntosh Trail Community Service Board.*

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? *No*

7. Have you attended any McIntosh Trail Community Service Board meetings in the last two years and, if so, how many?

*No. Can you provide the meeting schedule?*

8. Are you willing to attend seminars or continuing education classes at county expense? *Yes*

9. What is your vision of the county's future related to the duties of the McIntosh Trail Community Service Board?

*I think the vision should be two-fold:*

- 1) *Grow and improve the quality of services provided to those with disabilities and addiction. Provide services that increase quality of life and promote independence. I've been very impressed with the services offered at McIntosh Trail, and the staff has always been very professional and caring. By expanding awareness, more people can get the help they need. In addition, developing partnerships with Doctors, Hospitals and service providers (e.g. housing, activities, transportation, employment) is a key component to getting individuals to, or back to, self-sufficiency.*
- 2) *Educate and train communities to foster support and acceptance. The success of our community depends on the contribution of every member and there are few of us who don't have a friend or family member with a disability, or one suffering from addiction. Communication and education can break down barriers and promote inclusiveness in our community.*

10. Would there be any possible conflict of interest between your employment or your family and you serving on the McIntosh Trail Community Service Board? *No*

11. Are you in any way related to a County Elected Official or County employee? If so, please describe. *No*

12. Describe your current community involvement.

*I've been a project management mentor for the project management institute (PMI) for several years. My most recent mentorship (2016) was for the Manny Cantor Center in New York, through the Points of Light Foundation.*

*I've participated in "Reality U" with Community in Schools of Cobb County, and Junior Achievement "Global Marketplace" at Campbell Middle School.*

*I'm an active member of NAMI as a student, volunteer, and future trainer.*

*I'm part of the youth (0-5<sup>th</sup> grade) teaching team at First Christian Church of Tyrone.*

13. Have you been given a copy of the county's Ethics Ordinance? *Yes*

14. Is there any reason you will not be able to comply with the County's Ethics Ordinance? *No*



Elizabeth Morgan

225 Pine Knott Rd. Fayetteville, GA 30214

Phone: [REDACTED] email: [REDACTED]

Linked in: <https://www.linkedin.com/in/liz-morgan-50a5b08>

## PROFILE

A versatile program director who combines technical innovation and business expertise to successfully design and deliver complex initiatives. Passionate about life-long learning and frequently seek out opportunities to learn new skills and experience new challenges. Firm belief that teams accomplish more than individuals, and a diverse, motivated workforce is a company's best asset.

## CORE COMPETENCIES

Program and Project Management ♦ Software and Product Development Lifecycle Management  
Customer Loyalty and CRM ♦ Vendor and Contract Management ♦  
Influential Communications and Training ♦ Leading Organizational Change Initiatives

## EXPERIENCES AND ACHIEVEMENTS

### *SITA, Atlanta, GA*

#### **Senior Commercial Manager – Vendor and Resource Management**

**2014 – Present**

Effectively created and launched the Vendor Management Office (VMO) for passenger solutions. Directing supplier activities which include: managing a multi-million-dollar budget, conducting vendor RFIs, negotiations and selection, and maintaining winning partnerships. Suppliers provide a range of contracted services, including hardware, software, consulting and contracted resources. In addition to 3<sup>rd</sup> party suppliers, acquisition and tracking of both permanent and contracted resources are also the responsibility of the VMO.

#### **Senior Program Manager**

**2009 – 2014**

Led high performing global teams to deliver complex, cross-functional programs in the areas of technical software development, product adoption, process re-engineering and customer migration. Partnered with executives and stakeholders, applied persuasive communication strategies and leveraged internal and external resources, to deliver quality business results.

**E-Commerce** - Designed, and executed a program recovery plan to improve ecommerce delivery and customer satisfaction. Put in place an end-to-end, centralized program structure consisting of business analysts, software development, quality assurance, regional project management, customer delivery and global support. Successfully progressed internal and external stakeholder relationships resulting in faster speed to market and reduced software defects.

**Customer Strategy & Technology Delivery** - Spearheaded the migration of customers worldwide from mainframe passenger travel systems to modernized systems using service-oriented architecture. Directed and mentored a team of 15 employees responsible for product requirements and design, customer adoption, delivery and training. Positioned resources in lower cost regions to be closer to customers, introduced agile develop methodology, and applied communication strategies and automated tools to gather, track and entice customers to migrate faster.

**Engagement/Program Manager** – Led program recovery efforts focused on returning a major rail account to profitability. Managed and motivated a team to improve delivery of software and



hardware for the customer website and self-service kiosk systems. Efforts resulted in improved profit margins, a strengthened customer relationship, and the renewal of an expanded services contract.

**Product Manager – Frequent Flyer/Customer Loyalty**

**2006 – 2009**

Directed product design, pricing, market strategy, technical and business development for SITA's frequent flyer and customer affinity products. Developed and implemented a strategic partnership with a third-party loyalty technology company. Integrated the supplier's technology into SITA's product portfolio, resulting in a successful new product launch in 2009. Managed the product P&L, customer satisfaction ratings, technical enhancements, and business development.

***DRAPER AND ASSOCIATES, Atlanta, GA***

**Senior Consultant & Director of Relocation Services – Atlanta Housing Authority (AHA)      2005 - 2006**

Drove client movement from AHA Projects to affordable housing by directing and supervising a team of nine direct reports in client assessment, relocation, counseling and support services. Effectively partnered with specialist suppliers to provide skilled and compassionate services to large, diverse inter-city communities.

- Conceptualized, developed, and implemented processes and data reporting methods that effectively tracked compliance with U.S. Housing & Urban Development (HUD) grant requirements.
- Successfully relocated 700+ clients in 2006.

***DELTA AIRLINES, Atlanta, GA***

**General Manager – Consumer Marketing**

***Customer Loyalty - Technology & Operations***

**2002 – 2005 (Retired)**

Responsible for technology development and delivery of operational change initiatives to successfully evolve and grow the Delta SkyMiles loyalty program. Led large cross-divisional teams through several expansive program changes including the introduction of self-service and the transformation of customer data to business intelligence.

- Solidified the value of customer loyalty to the business by using data to apply revenue and cost levels for each customer.
- Reduced costs and improved customer service through standardized service delivery at all customer-facing channels; call centers, airports, and in-flight service.
- <http://www.newsweek.com/travel-its-double-or-nothing-126021>
- <http://www.nytimes.com/2004/11/15/giving/giving-up-your-seat-to-someone-in-need.html? r=0>

***Consumer Marketing Planning and Performance***

**2001 – 2002**

Departmental management position supporting the Vice President-Consumer Marketing. Developed and managed the performance scorecard and budget. Facilitated the annual planning process working collaboratively across the departmental subgroups of advertising, brand management, partnership and product marketing. Planned and facilitated departmental meetings and events. Program managed initiatives and acted on behalf of VP as required.

**Manager – Project Management Systems****1998 – 2001**

Promoted to drive a new corporate initiative to institutionalize best practices in product and project management. Collaborated with the Product Management institute to complete a gap analysis of product and project management best practices for the service industry.

- Developed and launched the Delta Project Management Program, which included a common project and product management methodology, an experientially driven certification process, and a training curriculum that was awarded 20 CEUs by the International Association for Continuing Education and Training.

**Systems Manager – Reservation Sales and Services PMO****1996 - 1998**

Managed the PMO for all projects impacting call center operations. Led a team of 26 project managers dedicated to the delivery of corporate and departmental initiatives across 9 call centers located in Canada, the United States, Europe and Japan.

- Effectively completed both technical and business projects driven by Marketing, Sales, Airport, Ecommerce and Human Resources to achieve increased revenue, cost reductions and customer service improvements.

*Previous positions include Manager, Project Manager, and Business Technologist*

---

**Certifications**


---

PMP Certification, Project Management Institute  
 George Washington University, Masters Certificate in Project Management  
 DCPM Certification (Delta Air Lines Internal PM Program)

---

**Education & Training**


---

Bachelor of Science in Business Administration, Information Technology, Columbia Southern University  
 Public Relations/Spokesperson Training, Jackson Spalding Communications  
 Product Development Lifecycle Stage/Gate Process, Product Development Institute – Scott Edgett  
 Facilitating Integrative Thinking, Katherine Rosback  
 Solving Complex Problems – Design Strategies, Gary Bush  
 Leadership Program: Team Building, Change Management, Managing Performance at Delta Air Lines  
 Technical Experience – MSExcel, MSWord, MSPowerpoint, TPF (Res/Passenger Systems), Campaign Management Systems, Loyalty Systems and eCommerce.

---

**Professional Awards & Volunteer Work**


---

MLX Program Alumni (SITA's High Potential Leadership Training Program, 2015)  
 Delta Winners Circle Award (Most Successful Marketing Team, 2001)  
 Project Management Mentor – Project Management Institute, Individual (2005) and Non-Profit (Points of Light, 2016)  
 Volunteer – Communities in Action Cobb County, National Alliance on Mental Illness



## APPLICATION FOR APPOINTMENT McIntosh Trail Community Service Board

Thank you for your interest in being considered as Fayette County's appointment to the McIntosh Trail Community Service Board.

McIntosh Trail Community Service Board members represent seven counties throughout central-western Georgia to terms which generally last three years. Meetings are typically held once every month anywhere within its seven-county district. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca White, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, May 19, 2017.

If you have any questions, please call (770) 305-5102.

*NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.*

NAME Debra White

ADDRESS 225 Wilcox Court, Peachtree City GA 30269

TELEPHONE (day)

(evening) 678-884-6823

(email address)

Signature Date

May 19, 2017



Debra White – Application for Appointment McIntosh Trail Community Service  
Board

May 19, 2017

1. How long have you been a resident of Fayette County?

*24 years*

2. Why are you interested in serving on the McIntosh Trail Community Service Board?

*I want to help others who may need assistance. Now that I am a retired public servant I am privileged to have time to give back to my community and help others who may need assistance.*

3. What qualifications and experience do you possess for appointment to the McIntosh Trail Community Service Board?

*I have strong business acumen. I have managed a non-profit organization and a for-profit company True Path Consultants. I am a military veteran, Captain in the United States Marine Corps. I have a Masters of Arts in Business Administration and I possess several national certifications. Additionally, I have extensive experience in government. Specifically, I have managed statewide programs for Georgia's Department of Administrative Services for approximately 24 years. I worked in the capacity of a Category Manager and Director of Support Services. In the capacity of leadership I had the privilege to work with CSB's, Department of Human Services, and Department of Behavioral Health Developmental Disabilities, other state agencies, boards, commissions, authorities, colleges and universities across the State periodically. Last year I provided assistance and oversight for the development of the sign language and translation services statewide contract prior to my retirement. On several occasions I have worked in the GEMA operations center during declared state of emergencies. Currently I am the President of True Path Consultants, a business consulting company located in Peachtree City, Georgia. I have initiated conversation with AV Pride, a youth non-profit organization to perform volunteer work this summer.*

4. List your recent employment experiences to include name of company and position.

*True Path Consultants LLC –President (2016 – Present)  
True Path Consultants provides exemplary consulting services to government entities as demonstrated by 24 years of outstanding performance in government that includes consulting, program management, contracting, strategic sourcing, strategic planning with the award- winning Georgia's Department of Administrative Services. I am responsible for the day-to-day*

---

Debra White – Application for Appointment McIntosh Trail Community Service Board

---

May 19, 2017

*operations at True Path Consultants. As the owner of a start-up I manage the finances, marketing and design the delivery of contracted services. Additionally, I identify potential partners to deliver services collaboratively.*

*Department of Administrative Services (1993-2016)*

*Director of Support Services*

*As the Division Director, I was responsible for the daily operations and contract management of all aspects of certain government and proprietary funded programs to include budgeting, purchasing, contract management, hiring and coaching employees. Some of the programs under my directorate were: Fleet Management, U.S. Post Offices, Copy Centers, State and Federal Surplus Property and others. I was responsible for establishing internal controls relative to purchasing, and the utilization of government assets and resources.*

*Category Manager – State Purchasing Division*

*As a Category Manager I managed and sourced statewide and national contracts by employing strategic sourcing methodologies that encompasses market research, leading cross-functional teams, conducting spend analysis and surveys, determining measurable outcomes and making the business case for procurement strategies. These contracts were established upon collaboration with state, county and other local governments to include commissions, boards, authorities, colleges and universities.*

5. Do you have any past experience relating to the McIntosh Trail Community Service Board? If so, please describe.

*As described above in my capacity of a Division Director and Category Manager, I provided services to all State entities, boards, authorities and commissions on the behalf of the Department of Administrative services.*

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

*No.*

7. Have you attended any McIntosh Trail Community Service Board meetings in the last two years and, if so, how many?

*No.*

8. Are you willing to attend seminars or continuing education classes at county expense?



---

Debra White – Application for Appointment McIntosh Trail Community Service Board

---

May 19, 2017

Yes.

9. What is your vision of the county's future related to the duties of the McIntosh Trail Community Service Board?

*I would like to initiate a three-prong approach. I would like to increase collaborative opportunities that will enable us to identify individuals who we can serve. I would also like to establish communication strategies that will allow us to partner with organizations that can augment the services that are provided. Finally, I would like to improve the delivery of our services by establishing measurable outcomes and assessments that would lead to developing action steps to improve areas that have been identified as needing improvement.*

10. Would there be any possible conflict of interest between your employment or your family and you serving on the McIntosh Trail Community Service Board?

No.

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

No.

12. Describe your current community involvement.

*For the past 25 years I have been very active in my local church. Much of my involvement has been as an active participant in providing food, and other types of social assistance to citizens in Fayette and Clayton Counties. Additionally, I have been active participant f the prison, nursing home and outreach ministries for several years.*

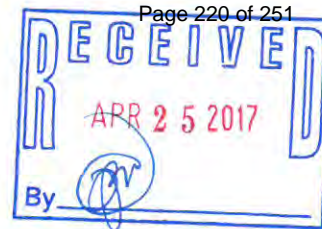
13. Have you been given a copy of the county's Ethics Ordinance?

Yes.

14. Is there any reason you will not be able to comply with the County's Ethics Ordinance?

No.

APPLICATION FOR APPOINTMENT  
McIntosh Trail Community Service Board



Thank you for your interest in being considered as Fayette County's appointment to the McIntosh Trail Community Service Board.

McIntosh Trail Community Service Board members represent seven counties throughout central-western Georgia to terms which generally last three years. Meetings are typically held once every month anywhere within its seven-county district. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca White, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, May 19, 2017.

If you have any questions, please call (770) 305-5102.

*NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.*

NAME Karen C. Dias

ADDRESS 327 Chimney Sweep Cir.  
Peachtree City, GA 30269

TELEPHONE (day) [REDACTED]

(evening) [REDACTED]

(email address) [REDACTED]

[Signature]  
Signature

4/17/2017  
Date

1. How long have you been a resident of Fayette County?

I have been a resident of Fayette County for 11 years.

2. Why are you interested in serving on the McIntosh Trail Community Service Board?

I am interested in serving on the McIntosh Trail Community Service Board because I am committed to helping provide a roadmap to success for those living with mental health, developmental disability, and drug addiction issues. My particular interest is in helping to develop a bridge for young adults who have graduated high school and are looking for "Next Steps".

3. What qualifications and experience do you possess for appointment to the McIntosh Trail Community Service Board?

I am qualified for appointment to the McIntosh Trail Community Service Board through my 20+ years of project management experience in both the public and private sectors, and my MBA in project management. Further, my son was diagnosed with developmental disabilities as a child, and with schizophrenia as a teenager. My personal experience with these situations provides me with a unique perspective that I believe would add value to the McIntosh Trail Community Service Board.

4. List your recent employment experiences to include name of company and position.

- a. Southern Company Gas: Sr. Consulting Project Manager
- b. Housing Authority for the City of Atlanta, GA: Director, Support Service and Sr. Project Manager, Relocation Services
- c. Viacom / MTV Networks: Sr. Project Manager, IT

5. Do you have any past experience relating to the McIntosh Trail Community Service Board? If so, please describe.

I do not have any past experience relating to the McIntosh Trail Community Service Board.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

I am not currently serving on a commission/board/authority, or in an elected capacity with any government.

7. Have you attended any McIntosh Trail Community Service Board meetings in the last two years and, if so, how many?

I have not attended any McIntosh Trail Community Service Board meetings in the past two years.

8. Are you willing to attend seminars or continuing education classes at county expense?

I am willing to attend seminars or continuing education classes at county expense.

9. What is your vision of the county's future related to the duties of the McIntosh Trail Community Service Board?

My vision of the county's future includes addressing the needs of young adults (who have completed or left high school) who live with mental health, developmental disability, and addictive issues. I find that there is a need to help these young adults find hope for the future by helping them find a pathway to independence and success. Such a pathway would include support services, as needed.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the McIntosh Trail Community Service Board?

There is no possible conflict of interest between my employment, or my family and me with serving on the McIntosh Trail Community Service Board.

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

I am not in any way related to a County Elected Official or County employee.

12. Describe your current community involvement.

My current community involvement has been limited, as I have been focusing on completing my doctorate in business administration (focus on Project Management). As I have recently completed the academic portion of my program, I am able to more fully focus on community issues.

13. Have you been given a copy of the county's Ethics Ordinance?

Yes, I have a copy of the county's Ethics Ordinance.

14. Is there any reason you will not be able to comply with the County's Ethics Ordinance?

No, there is no reason that I would not be able to comply with the County's Ethics Ordinance.

327 Chimney Sweep Circle  
Peachtree City, GA 30269

<http://www.karencdias.com>

**QUALIFIED BY**

- Doctoral candidate (DBA, expected May 2018)
- MBA in Project Management
- PMP
- SDLC: all aspects
- Agile/Scrum and Waterfall PM Methodologies

**PROFESSIONAL EXPERIENCE**

SOUTHERN COMPANY GAS (SCG), Atlanta, GA

MAY 2013 to PRESENT

***Sr. Consulting Project Manager***

Provide project management services in support of SCG's GIS and Asset Data Analytics department. As part of this contract, responsibilities include:

- Performing financial tracking, forecasting and budget analysis, and the creation of business strategies to fit organizational priorities
- Mapping daily business processes and providing thought leadership for process improvement
- Increasing productivity through the elimination of redundancies and the implementation of streamlined processes
- Oversight and facilitation of requirements gathering and documentation creation
- Development and implementation of change management programs to gain consensus and early buy-in of proposed solutions
- Creation and rollout of policies and procedures in support of multiple initiatives
- Development and management of vendor relationships from RFP through life of SOW

THE HOUSING AUTHORITY OF ATLANTA, Atlanta, GA

SEPTEMBER 2007 to AUGUST 2011

***Director, Support Services***

Established the Agency's records and content management program, with a focus on secure data and document handling, and paperless initiatives. Budget responsibilities of \$15m+ across 3 functional areas. Four direct and 15 indirect reporting staff.

***Sr. Project Manager, Relocation Services***

Managed the complete SDLC of the Consolidated Relocation Management Project (Oracle) to ensure requirements were met per approved project scope, and delivery was completed on time and within budget. Directed the Quality of Life initiative in the City of Atlanta at the ground level, successfully relocating more than 6,000 families from areas of concentrated poverty to mixed-income communities.

VIACOM / MTV NETWORKS, New York, NY

SEPTEMBER 2000 to SEPTEMBER 2007

***Sr. Project Manager, IT***

Managed the complete software development lifecycle of MTV's Advertising Sales portfolio.

**EDUCATION / TRAINING**

- DBA in Project Management (expected May 2018)
  - Walden University
- MBA in Project Management
  - Brenau University, Gainesville, GA
- PMP Credential #: 2716372
- BS in Business, Management & Economics
  - State University of New York, Saratoga Spgs, NY
- Foundations of Project Management, Villanova University
- ECM Specialist Program, AIIM
- Oracle Database Administration: Comprehensive
- Oracle PL/SQL Programming
- Advanced Object-Oriented Programming

**PROFESSIONAL ASSOCIATIONS**

- Project Management Institute
- Delta Mu Delta International Honor Society in Business
- Assoc. of Information Technology Professionals



# COUNTY AGENDA REQUEST

Page 224 of 251

Department: Fayette Chamber

Presenter(s): Carlotta Ungaro

Meeting Date: Thursday, November 9, 2017

Type of Request: New Business #14

## Wording for the Agenda:

Discussion and approval of the creation of a new county logo for Fayette County.

## Background/History/Details:

In May 2017, the Fayette County Chamber rolled out its new county wide branding. The new branding included a new logo and style guide that could be used by the municipalities and county in the creation/development of a cohesive logo/branding.

This request is to discuss a proposed logo and receive direction from the Board of Commissioners regarding a new logo.

## What action are you seeking from the Board of Commissioners?

Discussion and approval of the creation of a new county logo for Fayette County.

## If this item requires funding, please describe:

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

*\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.*

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

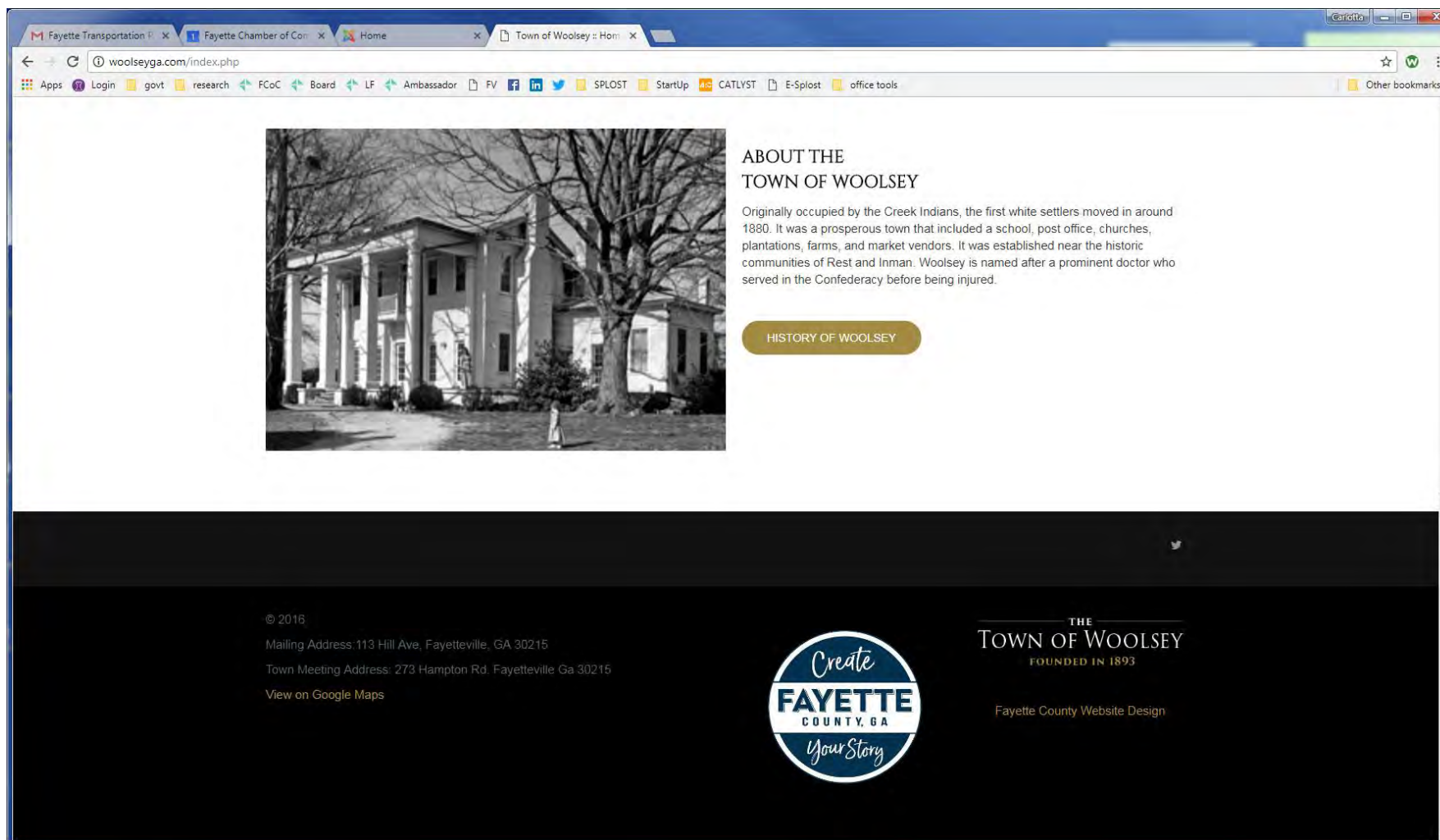
Administrator's Approval

## Staff Notes:



Fayette County's Branded House

# Cobranding



# Branded House



# Proposed logo



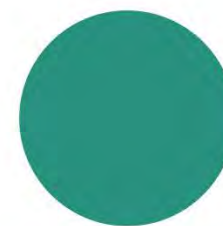
Primary Colors



Secondary Colors: Group 1



Secondary Colors: Group 2





# COUNTY AGENDA REQUEST

Page 229 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the Fayetteville annexation of 21.6 acres and the rezoning of said property from R-70 (Single-Family Residential District) to B-P (Business Park); subject property fronts on Tyrone Road.

## Background/History/Details:

The City of Fayetteville has notified Fayette County of an application to annex 21.6 acres. The City has also notified the County of its intention to rezone the property from R-70 (Single-Family Residential District) to B-P (Business Park).

The county's governing authority may either "object" to the annexation, by majority vote, or choose not to object to the annexation request. The deadline for delivery of an objection is November 16, 2017.

Given the proposed change in zoning and land use and the unknown nature of the project, Staff finds a potential for a material increase in burden upon the county as a result of this annexation in terms of impact on traffic on Tyrone Road and rural character and recommends that the County object to the annexation. The proposed change in zoning and land use is both a substantial change in the intensity of the allowable use of the property and a change to a significantly different allowable use, and differs substantially from the existing uses suggested for the property by the county's comprehensive land use. It is recommended that the County and City come to an agreement on the conditions addressing buffers, setbacks, landscaping, public works approval for access of Tyrone Road, and dedication of right-of-way to alleviate the impact of this development.

## What action are you seeking from the Board of Commissioners?

Staff recommends that the BOC object to the Fayetteville annexation of 21.6 acres and the rezoning of said property from R-70 (Single-Family Residential District) to B-P (Business Park) and that the County and City come to an agreement on the conditions addressing buffers, setbacks, landscaping, public works approval for entrances of Tyrone Road, and dedication of right-of-way to alleviate the impact of this development.

## If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

To: Board of Commissioners

From: Pete Frisina

Date: October 23, 2017

Re: Fayetteville Annexation Request for 157 Tyrone Road (parcel 07-13-021)

---

Fayetteville has received a request for annexation of the above-referenced property and indicates the intent to rezone from R-70 (Single-Family Residential District) to BP (Business Park). The annexation application indicates that the subject property is 21.6 acres. The subject property will be part of a larger nonresidential project planned to the east on property in the City of Fayetteville and will provide access to Tyrone road for this larger project. The annexation application does not include a concept plan for development and there are no specifics as to the type of non-residential uses or the size, height, or architectural style of the structures that are planned for this project.

### **General Description**

The proposed annexation would not create an island. The subject property abuts the following:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North and west	18.5	R-70	Single-Family Residential	Rural Residential - 2 (1 Unit/ 2 Acres)
South (across Tyrone Road)	10.2	R-70	Undeveloped	Rural Residential -2 (1 Unit/ 2 Acres)
East	109.67	B-P (City of Fayetteville)	Undeveloped	Business Park (City of Fayetteville)

### **DEPARTMENTAL COMMENTS**

**Planning and Zoning:** The subject property is currently zoned R-70 and is proposed for BP (Business Park) zoning in Fayetteville. The subject property is currently designated as Rural Residential - 2 (1 Unit/ 2 Acres) on the Fayette County Future Land Use Plan map (see attached land use plan map).

**Fire/EMS:** Opposed to the annexation due to the loss of Fire Tax revenues.

**Water System:** There's access to county water for this parcel.

**Public Works/Engineering:** Parcel 0713 021 has a strategic location on Tyrone Road because of a potential access road that could connect Tyrone Road with Veterans Parkway and serve future developments on the large tracts of undeveloped land in that area. Veterans Parkway was constructed with a curb cut located approximately 1,600 feet north of SR 54 for this purpose.

The intent is to minimize traffic on SR 54 and provide redundancy for east-west movement.

Consideration should be given to ensure future development of parcel 0713 021 is conducive to a future road network. The parcel is important because a new intersection on Tyrone Road would have to be within its Tyrone Road frontage (or west of it) to provide adequate separation from SR 54. Fayette County Public Works has discussed this with the City of Fayetteville Public Works; they are supportive of the need for the interconnectivity and agree on the importance of this parcel with respect to a new intersection on Tyrone Road.

Consideration should be given of a developer-provided multi-use path that extends from Tyrone Road to Veterans Parkway. The path could be on land donated to Fayette County or in a permanent easement, and can be outside any secured or fenced areas. The path would be in addition to any internal access/frontage road(s) within the development.

Installation of this path segment is consistent with the County's and City's goal of building out the network with new development.

**Environmental Health:** Environmental Health has no objections to proposed annexation.

**Environmental Management:** EMD has no comments

## **STATE LAW**

### **TITLE 36. LOCAL GOVERNMENT**

#### **PROVISIONS APPLICABLE TO MUNICIPAL CORPORATIONS ONLY**

#### **CHAPTER 36. ANNEXATION OF TERRITORY**

#### **ARTICLE 7. PROCEDURE FOR RESOLVING ANNEXATION DISPUTES**

##### ***36-36-113. Objection to annexation; grounds and procedures***

- (a) The county governing authority may by majority vote to object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:
  - (1) The proposed change in zoning or land use;
  - (2) Proposed increase in density; and
  - (3) Infrastructure demands related to the proposed change in zoning or land use.
- (b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.
- (c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by

certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in Code Section 36-36-111.

- (d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:
  - (1) Result in:
    - (A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or
    - (B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in Code Section 48-8-110, which is furnished by the county to the area to be annexed; and
  - (2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.

#### **36-36-114. Arbitration panel; composition and membership**

- (a) Not later than the fifteenth calendar day following the date the municipal corporation received the first objection provided for in Code Section 36-36-113, an arbitration panel shall be appointed as provided in this Code section.
- (b) The arbitration panel shall be composed of five members to be selected as provided in this subsection. The Department of Community Affairs shall develop three pools of arbitrators, one pool which consists of persons who are currently or within the previous six years have been municipal elected officials, one pool which consists of persons who are currently or within the previous six years have been county elected officials, and one pool which consists of persons with a master's degree or higher in public administration or planning and who are currently employed by an institution of higher learning in this state, other than the Carl Vinson Institute of Government. The pool shall be sufficiently large to ensure as nearly as practicable that no person shall be required to serve on more than two panels in any one calendar year and serve on no more than one panel in any given county in any one calendar year. The department is authorized to coordinate with the Georgia Municipal Association, the Association County Commissioners of Georgia, the Council of Local Governments, and similar organizations in developing and maintaining such pools.
- (c) Upon receiving notice of a disputed annexation, the department shall choose at random four names from the pool of municipal officials, four names from the pool of county officials, and three names from the pool of academics; provided, however, that none of such selections shall include a person who is a resident of the county which has interposed the objection or any municipal corporation located wholly or partially in such county. The municipal corporation shall be permitted to strike or excuse two of the names

chosen from the county officials pool; the county shall be permitted to strike or excuse two of the names chosen from the municipal officials pool; and the county and municipal corporation shall each be permitted to strike or excuse one of the names chosen from the academic pool.

- (d) Prior to being eligible to serve on any of the three pools, persons interested in serving on such panels shall receive joint training in alternative dispute resolution together with zoning and land use training, which may be designed and overseen by the Carl Vinson Institute of Government in conjunction with the Association County Commissioners of Georgia and the Georgia Municipal Association, provided such training is available.
- (e) At the time any person is selected to serve on a panel for any particular annexation dispute, he or she shall sign the following oath: "I do solemnly swear or affirm that I will faithfully perform my duties as an arbitrator in a fair and impartial manner without favor or affection to any party, and that I have not and will not have any ex parte communication regarding the facts and circumstances of the matters to be determined, other than communications with my fellow arbitrators, and will only consider, in making my determination, those matters which may lawfully come before me."

**36-36-115. Meetings of arbitration panel; duties; findings and recommendations; compensation**

- (a) (1) The arbitration panel appointed pursuant to Code Section 36-36-114 shall meet as soon after appointment as practicable and shall receive evidence and argument from the municipal corporation, the county, and the applicant or property owner and shall by majority vote render a decision which shall be binding on all parties to the dispute as provided for in this article not later than the sixtieth day following such appointment. The meetings of the panel in which evidence is submitted or arguments of the parties are made shall be open to the public pursuant to Chapter 14 of Title 50. The panel shall first determine the validity of the grounds for objection as specified in the objection. If an objection involves the financial impact on the county as a result of a change in zoning or land use or the provision of maintenance of infrastructure, the panel shall quantify such impact in terms of cost. As to any objection which the panel has determined to be valid, the panel, in its findings, may establish reasonable zoning, land use, or density conditions applicable to the annexation and propose any reasonable mitigating measures as to an objection pertaining to infrastructure demands.
- (2) In arriving at its determination, the panel shall consider:
  - (A) The existing comprehensive land use plans of both the county and city;
  - (B) The existing land use patterns in the area of the subject property;
  - (C) The existing zoning patterns in the area of the subject property;
  - (D) Each jurisdiction's provision of infrastructure to the area of the subject property;
  - (E) Whether the county has approved similar changes in intensity or allowable uses



on similar developments in other unincorporated areas of the county;

- (F) Whether the county has approved similar developments in other unincorporated areas of the county which have a similar impact on infrastructure as complained of by the county in its objection; and
  - (G) Whether the infrastructure or capital outlay project which is claimed adversely impacted by the county in its objection was funded by a county-wide tax.
- (3) The county shall provide supporting evidence that its objection is consistent with its land use plan and the pattern of existing land uses and zonings in the area of the subject property.
  - (4) The county shall bear at least 75 percent of the cost of the arbitration. The panel shall apportion the remaining 25 percent of the cost of the arbitration equitably between the city and the county as the facts of the appeal warrant; provided, however, that if the panel determines that any party has advanced a position that is substantially frivolous, the costs shall be borne by the party that has advanced such position.
  - (5) The reasonable costs of participation in the arbitration process of the property owner or owners whose property is at issue shall be borne by the county and the city in the same proportion as costs are apportioned under paragraph (4) of this subsection.
  - (6) The panel shall deliver its findings and recommendations to the parties by certified mail or statutory overnight delivery.
- (b) If the decision of the panel contains zoning, land use, or density conditions, the findings and recommendations of the panel shall be recorded in the deed records of the county with a caption describing the name of the current owner of the property, recording reference of the current owner's acquisition deed and a general description of the property, and plainly showing the expiration date of any restrictions or conditions.
  - (c) The arbitration panel shall be dissolved on the tenth day after it renders its findings and recommendations but may be reconvened as provided in Code Section 36-36-116.
  - (d) The members of the arbitration panel shall receive the same per diem, expenses, and allowances for their service on the committee as is authorized by law for members of interim legislative study committees.
  - (e) If the panel so agrees, any one or more additional annexation disputes which may arise between the parties prior to the panel's initial meeting may be consolidated for the purpose of judicial economy if there are similar issues of location or similar objections raised to such other annexations or the property to be annexed in such other annexations is within 2,500 feet of the subject property.

### **36-36-116. Appeal**

The municipal or county governing authority or an applicant for annexation may appeal

the decision of the arbitration panel by filing an action in the superior court of the county within ten calendar days from receipt of the panel's findings and recommendations. The sole grounds for appeal shall be to correct errors of fact or of law, the bias or misconduct of an arbitrator, or the panel's abuse of discretion. The superior court shall schedule an expedited appeal and shall render a decision within 20 days from the date of filing. If the court finds that an error of fact or law has been made, that an arbitrator was biased or engaged in misconduct, or that the panel has abused its discretion, the court shall issue such orders governing the proposed annexation as the circumstances may require, including remand to the panel. Any unappealed order shall be binding upon the parties. The appeal shall be assigned to a judge who is not a judge in the circuit in which the county is located.

**36-36-117. Annexation after conclusion of procedures; remedies for violations of conditions**

If the annexation is completed after final resolution of any objection, whether by agreement of the parties, act of the panel, or court order as a result of an appeal, the municipal corporation shall not change the zoning, land use, or density of the annexed property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties. Following the conclusion of the dispute resolution process outlined in this article, the municipal corporation and an applicant for annexation may either accept the recommendations of the arbitration panel and proceed with the remaining annexation process or abandon the annexation proceeding. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such conditions have expired as provided in this Code section.

**36-36-118. Abandonment of proposed annexation; remedies for violations of conditions**

If at any time during the proceedings the municipal corporation or applicant abandons the proposed annexation, the county shall not change the zoning, land use, or density affecting the property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such period has expired. After final resolution of any objection, whether by agreement of the parties, act of the panel, or any appeal from the panel's decision, the terms of such decision shall remain valid for the one-year period and such annexation may proceed at any time during the one year without any further action or without any further right of objection by the county.

**Recommendation**

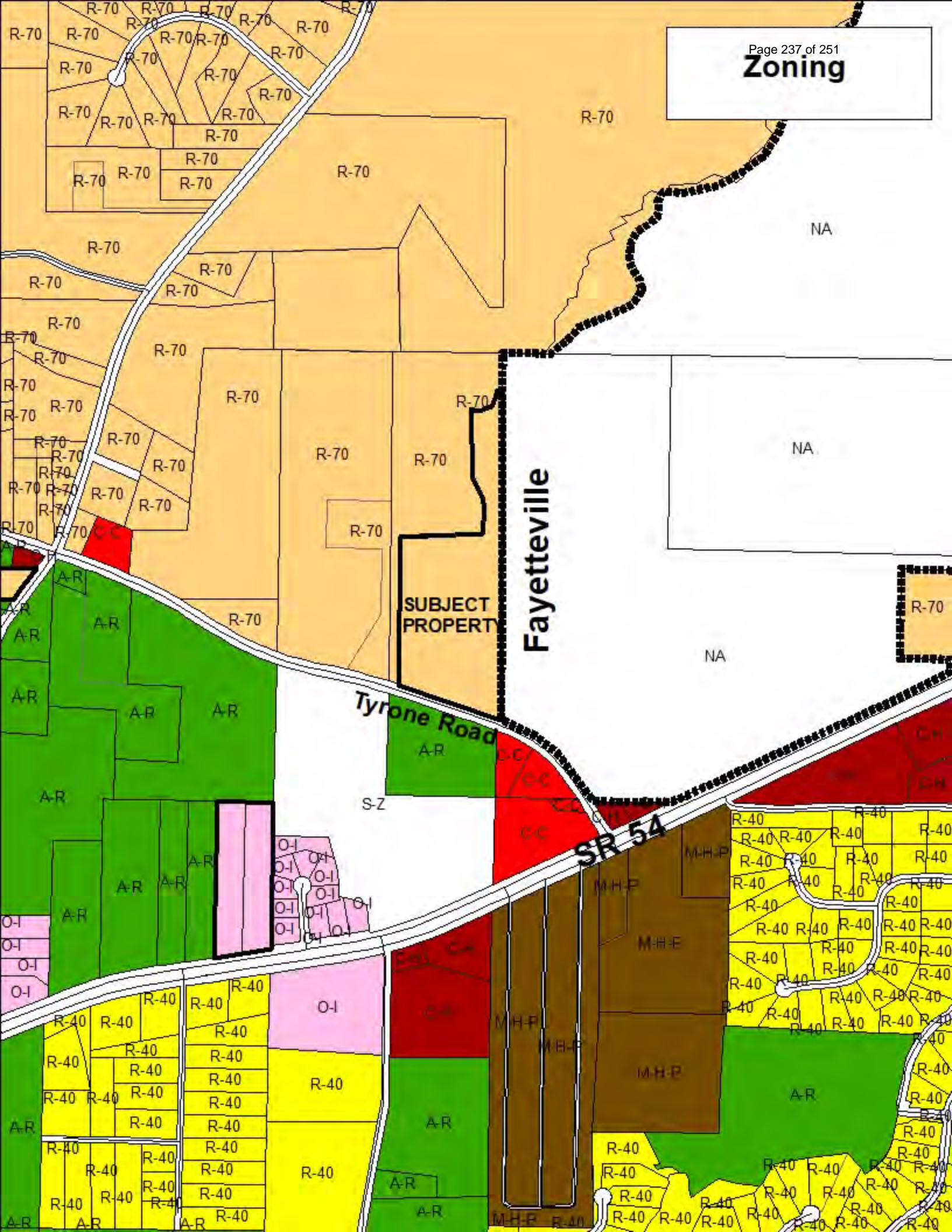
The subject property is currently zoned R-70 in the County and is proposed for BP (Business Park) zoning in Fayetteville. The subject property is currently designated as Rural Residential - 2 (1 Unit/ 2 Acres) on the Fayette County Future Land Use Plan map.

The annexation application does not include a concept plan for development and there are no specifics as to the type of non-residential uses or the size, height, or architectural style of the

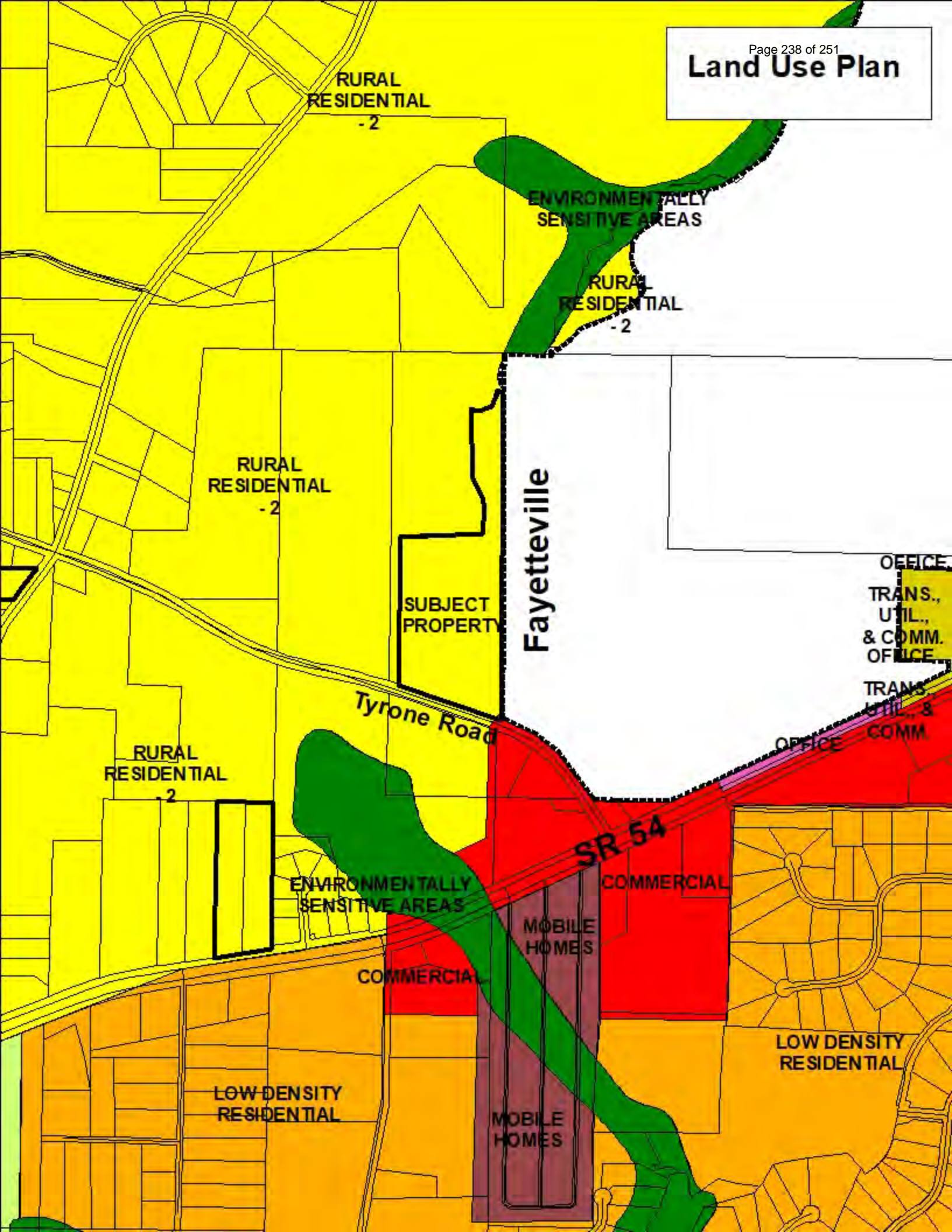
structures that are planned for this project. Given the proposed change in zoning and land use and the unknown nature of the project, Staff finds a potential for a material increase in burden upon the county as a result of this annexation in terms of impact on traffic on Tyrone Road and rural character and recommends that the County object to the annexation. The proposed change in zoning and land use is both a substantial change in the intensity of the allowable use of the property and a change to a significantly different allowable use, and differs substantially from the existing uses suggested for the property by the county's comprehensive land use.

It is recommended that the County and City come to an agreement on the conditions addressing buffers, setbacks, landscaping, public works approval for access of Tyrone Road, and dedication of right-of-way to alleviate the impact of this development. Fire is opposed to the annexation due to the loss of Fire Tax revenues.

# Zoning















# City of Fayetteville

240 Glynn Street South • Fayetteville, Georgia 30214  
Telephone (770) 461-6029 • Facsimile (770) 460-4238  
[www.fayetteville-ga.gov](http://www.fayetteville-ga.gov)



Page 240 of 251  
MAYOR  
Edward J. Johnson, Jr.

COUNCIL  
Scott Stacy,  
Mayor Pro Tem  
Kathaleen Brewer  
Paul C. Oddo, Jr.  
Harlan Shirley  
James B. Williams

CITY MANAGER  
Ray Gibson

CITY CLERK  
Anne Barksdale

October 16, 2017

via Certified Mail

Fayette County Board of Commissioners  
Attn: Mr. Eric Maxwell, Chairman  
140 Stonewall Avenue W. Suite 100  
Fayetteville, GA 30214



Dear Mr. Maxwell:

The City of Fayetteville has recently received an application for the annexation/rezoning of a parcel currently zoned R-70 (Single Family Residential) in Fayette County. The applicants' submittal was verified for accuracy and officially accepted by City staff on October 16, 2017. The applicant is seeking BP (Business Park) zoning for this property. The property is located at 157 Tyrone Road. **(Parcel ID Number 0713 021 -See attached location map.)**

I have enclosed a copy of the completed annexation/rezoning application, a legal description of the property, a location map, and a completed Staff Annexation Review Form.

The Mayor and City Council will hold their public hearing to consider the application on Thursday, November 16, 2017.

Please direct any comments or questions concerning this application to Jahnee Prince, Director of Community Development.

Sincerely,

Ray Gibson  
City Manager

Cc: Mayor, City Council  
Jahnee Prince, Director of Community Development  
Chris Hindman, Director of Public Services



## ANNEXATION & REZONING APPLICATION

File#: 17-026 (to be filled in by City Staff)

TO: The Mayor and Council

The undersigned hereby respectfully requests that the City of Fayetteville Zoning Map be amended as described below:

1. This is a request for:  
( ☒ ) Annexation & Rezoning/Zoning Map Amendment  
Fees \$1,750.00

ALL LEGAL FEES ASSOCIATED WITH THESE ZONING ACTIONS AND DEVELOPMENT AGREEMENTS WILL BE THE RESPONSIBILITY OF THE APPLICANT ALONG WITH THE REQUIRED APPLICATION FEES.

2. Give exact information to locate the property for which you propose a change:

Tax District Number: 07 Tax Map Number: LL40

Parcel Number(s): 0713 021 Size of subject property: 21.6 Acres

3. What is the current Fayette County zoning on this property? R-70

Single Family Residential

4. What new zoning do you propose for this property? \_\_\_\_\_

B.P. (Business park)

(Under item 7, explain your reason(s) for your rezoning request)

5. Do you own all of the property proposed for this zoning change? ( ☒ ) Yes ( ) No  
If no, each property owner must sign an individual application.

6. Is this property subject to an Overlay District? Check those that may apply:  
( ) Corridor Overlay District ( ) Main Street District  
( ) Historic Preservation District ( ) Ground Water Recharge Area  
( ) Watershed Protection

- ♦ Applications will not be considered complete until all items have been supplied. Incomplete applications will **NOT**
- ♦ be placed on the Planning & Zoning Commission agenda and will be returned to the applicant.
- ♦ All items must be reviewed and approved by Staff & must be in compliance with current City Ordinances.
- ♦ The City shall have five business days in order check applications for completeness.

7. Intent of Rezoning / Annexation Request: (Detailed Description of Development) Page 242 of 251  
(Attach a separate sheet if necessary)

Annexation and Rezoning for Project Morning Hornet

Staff's Signature: \_\_\_\_\_

Date: 8.10.17

Notary Public: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

Printed

Name: Ms. Jan Trammell

Telephone

.... Number: 770 318-6286

Address: 187 Tysons Road, Fayetteville Ga, 30214

Agent: Owner

(Name/ Address/ Telephone/ E-mail): Home @ Jan Trammell. Com

The completed application will be reviewed by the Planning & Zoning Commission at a regularly scheduled monthly meeting, upon which, they will make a recommendation to Mayor and Council. The recommendation will be presented as a public hearing at two consecutive City Council meetings before a vote is taken for approval or denial.

**FOR PLANNING & ZONING DEPT. USE ONLY**

File No. 17-026

Posting Notice Date: 8.14.17

Amount Received: 1750.00

Legal Ad Date: 8.12 + 8.16.2017

P&Z Meeting Date: 8.29.17

City Council 1<sup>st</sup> Reading: 9.7.17

City Council 2<sup>nd</sup> Reading: N/A

**All annexation and rezoning must go to City Council for two readings for final approval or denial.**

Date Completed Application Was Received: 8.10.17

(Official Date Stamp)

- ◆ Applications will not be considered complete until all items have been supplied. Incomplete applications will **NOT**
- ◆ be placed on the Planning & Zoning Commission agenda and will be returned to the applicant.
- ◆ All items must be reviewed and approved by Staff & must be in compliance with current City Ordinances.
- ◆ The City shall have five business days in order check applications for completeness.

**EXHIBIT "A"****BOOK 2002 PAGE 1**

tract or parcel of land lying and being in Land Lot 40 of the 7<sup>th</sup> District, Fayette County more particularly described as follows:

at a point on the centerline of the improved public roadway leading from Georgia Highway 74 (sometimes referred to as Tyrone Road), at a point located 500 feet north along the East line of Land Lot 40 aforesaid, form the Southeast corner of said Land Lot 40 thence northwesterly, along the centerline of Tyrone Road aforesaid, 771.8 feet to a point on the North 1 degree West, 1,016.4 feet to a corner; thence North, 89 degrees East, 556.6 feet to an iron pin at the northerly end of a rock wall; thence northerly 362 feet to an iron pin at the northerly end of the North, 1 degree West 475 feet to a point on the northerly bank of a branch or stream; thence northeasterly, following the meandering northerly bank of said branch, 2,245 feet, more or less, back to the POINT OF BEGINNING; said trace containing 2.5 acres. This is the same property conveyed to Party of the First Part on October 21, 1941, recorded in Deed Book 34, page 327, and on October 26, 1968, recorded in Deed Book 78, page 139.

Except that parcel conveyed by Party of the First Part to Robert A. Greene on August 1, 1968, recorded in Deed Book 152, page 423, and being more particularly described as follows:

at a point located 771.8 feet northwestwardly, as measured along the centerline of a public road known as Tyrone Road, form the East line of Land Lot 40 aforesaid, running the North 1 degree West to a point on the South line of property owned now or formerly by Mrs. Lucille Griffin; thence South 89 degrees East, as measured along the South property line of said Griffin lands, 1,040 feet, more or less to a point on the centerline of said Tyrone Road; thence Northwestwardly as measured along the centerline of Tyrone Road, 60 feet back to the POINT OF BEGINNING; said tract being a strip of land uniformly 60 feet in width extending northwardly from a public road known as Tyrone Road to the South line of property owned now or formerly by Mrs. Lucille Griffin.



## STAFF ANNEXATION REVIEW FORM

1. Describe the location of the area to be annexed or attach a clear map indicating the location.

*Parcel Numbers 0713 021 (157 Tyrone Road)*

2. How many landowners/parcels will be included?

*One landowner, one parcel*

3. How does the City propose to designate this area on its future land use map and/or zoning map if the annexation occurs?

*Business Park (BP)*

4. Refer to sections of the city development ordinances that identify permitted uses for this proposed land use classification.

*Sec. 94-171 (Business Park) BP*

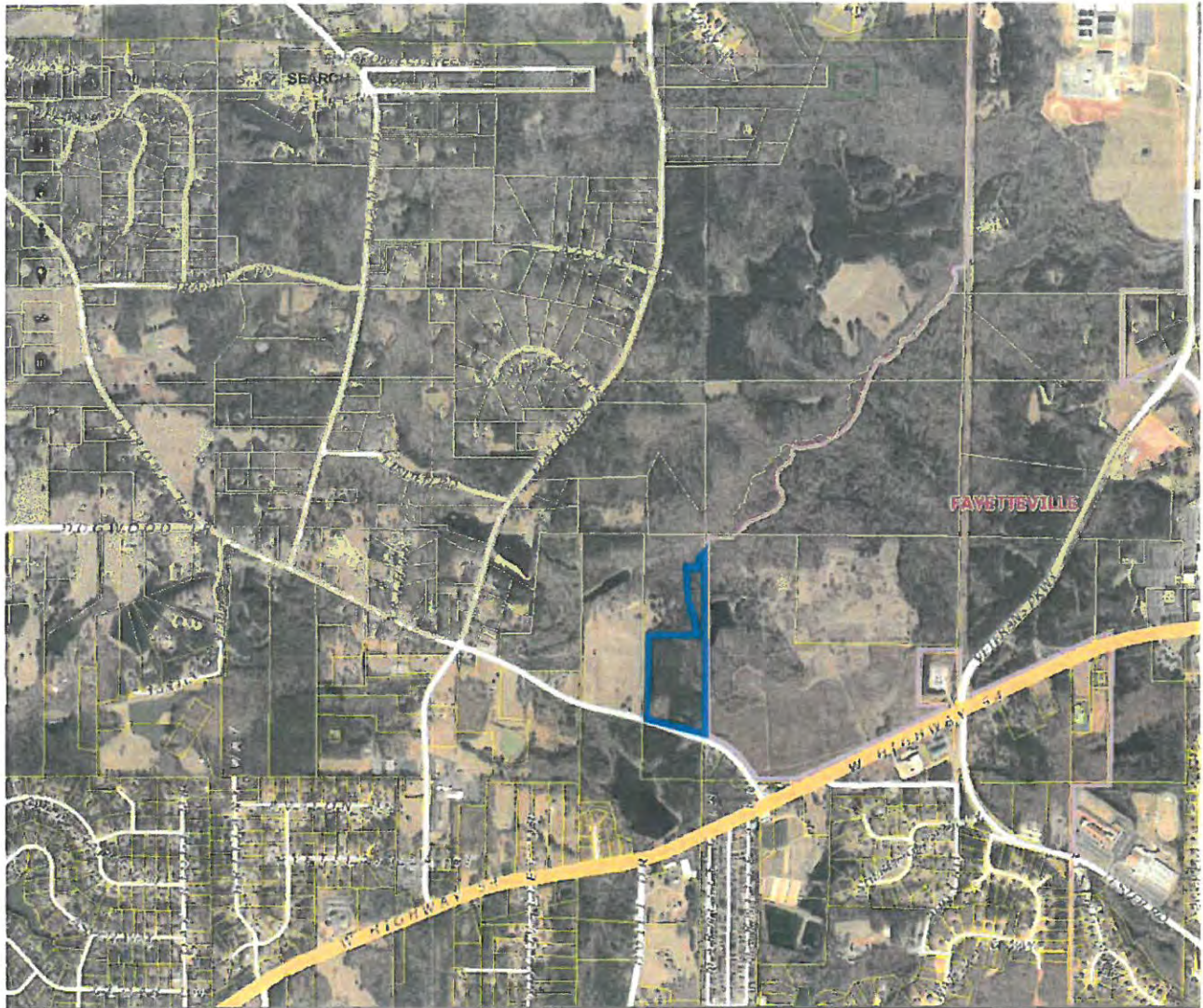
5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area initiated specific development proposals).

*Annexation and Rezoning for Fayette County Development Authority project.*

Form completed by: Julie Brown, Senior Planner

Signature: *Julie Brown*

Date: 10-16-2017



0.4km  
0.3mi



## Sec. 94-171. - Business park (BP).

In the business park district the following uses are permitted: (See minimum lot size [section 94-226](#))

- (1) Professional and business offices.
- (2) Government facilities.
- (3) Cultural facilities.
- (4) Medical, dental offices and clinics.
- (5) University and educational and training facilities.
- (6) Supply stores and facilities. No outdoor storage is permitted.
- (7) Electronic equipment facilities and assembly plants that are not objectionable due to noise reasons, vibration, smoke, dust, gas, fumes, odors, and radiation emission and that do not create potential for fire or explosion hazards. No outdoor storage is permitted.
- (8) Printing, publishing and reproduction establishments. No outdoor storage is permitted.
- (9) Research, testing and laboratory facilities that are not objectionable due to noise reasons, vibration, smoke, dust, gas, fumes, odors, and radiation emission and that do not create potential for fire or explosion hazards. No outdoor storage is permitted.
- (10) Wholesaling and warehousing with office space, provided they do not require any outdoor storage. At least 40 percent of said use must be designated as office space.
- (11) Retail sales and service establishment accessory uses provided the use is an accessory to a permitted use in the district and intended to serve the needs in the district. Such establishments may not exceed 1,500 square feet of floor space.
- (12) Accessory parking lots.
- (13) Accessory parking garages by special exception only.
- (14) The following uses permitted within the office-institutional (OI) zoning district are also allowed within this district:
  - a. Day care facilities.
  - b. Financial institutions.

- c. Barber and beauty salons.
  - d. Travel agencies.
  - e. Music and dance schools and studios.
  - f. Interior decorating businesses.
  - g. Locksmiths and gunsmiths, provided there is no firing range.
  - h. Sports instructional facilities and health and fitness facilities.
  - i. Art galleries, craft shops and similar specialty shops.
- (15) Indoor sit-down restaurants not to exceed 80 seats for patrons. Drive-thru and drive-in facilities are prohibited.

(Ord. of 4-15-96, art. V, § 514; Ord. No. 0-11-99, 3-15-99; Ord. No. 0-21-99, § 13, 8-2-99; Ord. No. 0-30-05, art. 10, 8-4-05; Ord. No. 0-15-11, art. 1, 8-4-



# COUNTY AGENDA REQUEST

Page 248 of 251

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Kevin Mitchell for tax years 2014, 2015 and 2016 in the total amount of \$2,677.45.

## Background/History/Details:

When a taxpayer feels that an error has occurred with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a Refund under O.C.G.A. 48-5-380. This request is given to the Tax Assessors' Office in order to be reviewed in detail by the County Attorney. Appropriate recommendation(s) are then forwarded to the Board of Commissioner's for their final approval of said requests.

A memo from the County Attorney is provided as backup with an explanation to approve tax years 2014, 2015 and 2016 of this request.

## What action are you seeking from the Board of Commissioners?

Approval of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Kevin Mitchell for tax years 2014, 2015 and 2016 in the amount of \$2,677.45.

## If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
 PATRICK J. FOX  
 PHILIP P. GRANT  
 DENNIS A. DAVENPORT  
 PATRICK A. STOUGH  
 MEREDITH F. McCLURE  
 E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
 (770) 461-5863

MEMORANDUM

To: Fayette County Board of Commissioners

From: McNally, Fox, Grant & Davenport, P.C. *all cap*

Date: October 25, 2017

Re: Tax Refund Request – Mr. Kevin Mitchell

On August 31, 2017 Mr. Kevin Mitchell requested a refund of taxes for tax years 2014, 2015, and 2016 based on an error in the square footage of finished basement area in his home at 509 Virdian View in Peachtree City.

In reviewing his property record card, Mr. Kevin Mitchell noted that it indicated his home had a 1669 square foot, finished basement. Mr. Mitchell concedes that the property at issue has a 1669 square foot basement. He disputes the assessors' description of the basement as "finished" area. The assessors have confirmed that the basement is unfinished. The resulting difference in the value of the home is significant. In 2014 \$58,640 in value was added, \$65,970 in 2015 and \$73,300 in 2016. Assessment of taxes for these years was based on this inflated value.

A refund of local property taxes is recommended in 2 scenarios. First, taxes have been assessed and collected either in error or illegally. Second, taxes were voluntarily or involuntarily overpaid. The correction of an error, discovered after payment of taxes, in the record of assessment is precisely the protection the refund provisions were crafted to provide. An error has occurred in the calculation of the finished area of Mr. Mitchell's home. The property record card erroneously recorded a finished basement of 1669 square feet. Assessors have confirmed that the unfinished nature of the basement. The taxes assessed in 2014, 2015, and 2016 were based upon a record showing a 1669 square foot finished basement. This was erroneous. A refund is recommended for tax years 2014, 2015 and 2016 based on this error in the record.

Year	Amount	Recommendation
2014	\$808.06	Approve
2015	\$893.26	Approve
2016	\$976.13	Approve

August 31, 2017



Fayette County Board of Commissioners  
140 Stonewall Avenue West  
Suite 100  
Fayetteville, Georgia 30214

Dear Mr. Chairman and Board of Commissioners,

It has come to my attention that an assessment error has occurred concerning the valuation of my residential property, Number 06-1704-026. The property record card I procured from the Assessor's office contained a factual error on the completed square footage of the basement which has been listed for several years. The card shows a finished basement, 1669 square feet, adding an additional \$51,070 to the basis for taxation purposes. The basement only has studded support walls; no improvements have ever been done to it.

Title 48, Chapter 5, Section 380, Subsection b states any taxpayer from whom a tax was collected who alleges that such tax was collected erroneously may file a claim for a refund of said tax with the governing authority of the county at any time within three years after the date of the payment of the tax.

I am officially filing a request for a refund this 31<sup>st</sup> of August, 2017, for tax years 2014, 2015 and 2016, which were overpaid due to the assessment error I discovered. Please respond to my request in a timely matter. I can be reached at 404-808-7508 (cell) or [ksmdds26@hotmail.com](mailto:ksmdds26@hotmail.com) (email). Thank you for your assistance in this matter.

Sincerely,

Kevin Mitchell

509 Viridian View

Peachtree City, Georgia 30269

A handwritten signature in blue ink, appearing to be 'Kevin Mitchell'.





*Fayette*  
COUNTY

140 STONEWALL AVENUE WEST, STE 100  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 770-305-5200  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

"WHERE QUALITY  
IS A LIFESTYLE"

November 3, 2017

Kevin Mitchell  
509 Viridian View  
Peachtree City, Georgia 30269

**RE: Tax Refund Request**

Dear Mr. Mitchell

This letter is to notify you that your request for tax refund has been slated to appear on the Thursday, November 9, 2017 Agenda of the regularly scheduled meeting of the Fayette County Board of Commissioners, at 6:30 P.M.

That meeting will take place in the Public Meeting Room of the Board of Commissioners located at 140 Stonewall Avenue West, Fayetteville 30214.

Your request will be discussed and a decision to grant or deny your request will be made at that meeting.

Should you desire to be heard on the matter, please be present and prepared to address the commissioners at the appropriate time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tameca P. White", with a long horizontal flourish extending to the right.

Tameca P. White, MBA, CCC  
County Clerk

Cc: Ali Cox, Assistant County Attorney  
Joel Benton, Tax Assessor  
Kristi King, Tax Commissioner