

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles D. Rousseau
Charles W. Oddo



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

August 8, 2024

5:00 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 2nd and 4th Thursday of each month at 5:00 p.m.

OFFICIAL SESSION:

Call to Order
Invocation and Pledge of Allegiance by Chairman Lee Hearn
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

1. Acknowledgement of / and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury. (pages 3-8)
2. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Timothy Corkill, in the amount of \$2,268.06 for tax year(s) 2021, 2022 and 2023. (page 9)
3. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Richard Dierkes, in the amount of \$1,767.66 for tax year(s) 2021, 2022 and 2023. (page 10)
4. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Reagan Moscon, in the amount of \$647.09 for tax year(s) 2021, 2022 and 2023. (page 11)
5. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Claude E. Peek, Jr., in the amount of \$3,258.00 for tax year(s) 2022 and 2023. (page 12)
6. Approval of the July 11, 2024 Board of Commissioners Meeting Minutes. (pages 13-17)

OLD BUSINESS:

NEW BUSINESS:

7. Request to approve to participate in the national Kroger settlement and agree to be bound by an anticipated Memorandum of Understanding (MOU) between the State of Georgia and Fayette County regarding the settlement.

(pages 18-35)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Acknowledgment of / and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury.

Background/History/Details:

The Fayette County Sheriff's Office is required, annually by the US Department of Justice and the US Department of the Treasury to submit an Equitable sharing Agreement and Certification. The Certification is a breakdown of the total monies received from the US Department of Justice and Treasury and an accounting of how the monies were spent for the purpose of law enforcement enhancement.

What action are you seeking from the Board of Commissioners?

Acknowledgment of / and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury.

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:



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA0560000
Agency Name: Fayette County Sheriff's Office
Mailing Address: 155 Johnson Avenue
 Fayetteville, GA 30214

Type: Sheriff's Office

Agency Finance Contact

Name: Walker, Michelle
Phone: 770-716-4753
Email: mwalker@fayettecountyga.gov

Jurisdiction Finance Contact

Name: Weinmann, Sheryl
Phone: 770-305-5186
Email: sweinmann@fayettecountyga.gov

ESAC Preparer

Name: Norton, Cindy
Phone: 770-716-4754
Email: cnorton@fayettecountyga.gov

FY End Date: 06/30/2024

Agency FY 2025 Budget: \$28,984,228.00

Annual Certification Report

	Justice Funds ¹	Treasury Funds ²
1 Beginning Equitable Sharing Fund Balance	\$120,596.54	\$41,858.76
2 Equitable Sharing Funds Received	\$151,331.79	\$61,195.47
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$26.00	\$0.00
5 Interest Income	\$1,361.81	\$231.16
6 Total Equitable Sharing Funds Received (total of lines 2-5)	\$152,719.60	\$61,426.63
7 Equitable Sharing Funds Spent (total of lines a - n)	\$147,160.75	\$27,732.00
8 Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$126,155.39	\$75,553.39

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Justice Funds	Treasury Funds
a Law Enforcement Operations and Investigations	\$0.00	\$0.00
b Training and Education	\$14,175.46	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d Law Enforcement Equipment	\$100,918.52	\$27,232.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$2,500.00	\$0.00
g Law Enforcement Travel and Per Diem	\$29,566.77	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$500.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
Total	\$147,160.75	\$27,732.00

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	\$26.00	

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Terrell, Gabriel
Company: Nichols, Cauley & Associates
Phone: 478-275-1163 **Email:** gterrell@NicholsCauley.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met. Page 6 of 35

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2023-06-GSAFAC-0000032608

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

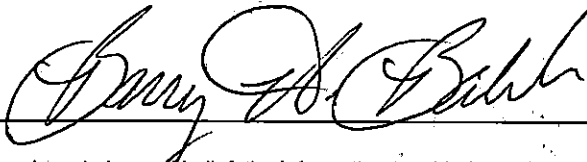
Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Babb, Barry H.
Title: Sheriff, Fayette County, GA
Email: bbabb@fayettecountyga.gov

Signature: 

Date: 7/18/2024

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Hearn, Lee
Title: Chairman, Fayette County BOC
Email: Lhearn@fayettecountyga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Timothy Corkill, in the amount of \$2,268.06 for tax year(s) 2021, 2022 and 2023.

Background/History/Details:

When a taxpayer believes 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.G.G.A. 48-5-380. This request is given to the Tax Assessor's Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Timothy Corkill for residential parcel 06-0909-001. On June 14, 2024, a request for a partial refund of taxes was received. The request was based on an erroneous calculation of square footage of the second story living area of the residential structure. Taxpayer is eligible under the refund statute for a partial refund for tax years 2021, 2022 and 2023.

Board of Assessors' recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Timothy Corkill, in the amount of \$2,268.06 for tax year(s) 2021, 2022 and 2023.

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:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Richard Dierkes, in the amount of \$1,767.66 for tax year(s) 2021, 2022 and 2023.

Background/History/Details:

When a taxpayer believes 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.G.G.A. 48-5-380. This request is given to the Tax Assessor's Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Richard Dierkes for residential parcel 06-1117-096. On June 25, 2024, a request for a partial refund of taxes was received. The request was based on an error in the square footage calculation. Taxpayer is eligible under the refund statute for a partial refund for tax years 2021, 2022 and 2023.

Board of Assessor's recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Richard Dierkes, in the amount of \$1,767.66 for tax year(s) 2021, 2022 and 2023.

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?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Reagan Moscon, in the amount of \$647.09 for tax year(s) 2021, 2022 and 2023.

Background/History/Details:

When a taxpayer believes 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.G.G.A. 48-5-380. This request is given to the Tax Assessor's Office to review the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Reagan Moscon for agricultural parcel 04-03-004. On June 14, 2024, a request for a partial refund of taxes was received. The request was based on an erroneous non-removal of a 2-acre home site from 2014. The home was removed in tax year 2014, but the 2-acre home site remained in error. Taxpayer is eligible under the refund statute for a partial refund for tax years 2021, 2022 and 2023.

Board of Assessor's recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Reagan Moscon, in the amount of \$647.09 for tax year(s) 2021, 2022 and 2023.

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?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Claude E. Peek, Jr., in the amount of \$3,258.00 for tax year(s) 2022 and 2023.

Background/History/Details:

When a taxpayer believes 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.G.G.A. 48-5-380. This request is given to the Tax Assessor's Office to be reviewed for details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Claude E. Peek, Jr. for residential parcel 05-3715-009. On June 11, 2024, a request for a partial refund of taxes was received. The request was based on an erroneous removal of homestead exemption for tax years 2022 and 2023. Taxpayer is eligible under the refund statute for a partial refund for tax years 2022 and 2023.

Board of Assessor's recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Claude E. Peek, Jr., in the amount of \$3,258.00 for tax year(s) 2022 and 2023.

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:

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
 Edward Gibbons, Vice Chairman
 Eric K. Maxwell
 Charles D. Rousseau
 Charles W. Oddo

Consent #6

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

July 25, 2024

5:00 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 2nd and 4th Thursday of each month at 5:00 p.m.

OFFICIAL SESSION:**Call to Order**

Chairman Lee Hearn called the July 25, 2024, Board of Commissioners meeting to order at 5:01 p.m. A quorum of the Board was present. Commissioner Eric Maxwell and Commissioner Charles Rousseau were absent.

Invocation and Pledge of Allegiance by Commissioner Charles Oddo

Commissioner Charles Oddo offered the invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Vice Chairman Edward Gibbons moved to accept the agenda as written. Commissioner Oddo seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Rousseau were absent.

PROCLAMATION/RECOGNITION:**1. Update from Atlanta Regional Commission (ARC) Work Source Atlanta Regional.**

Fayette County Atlanta Regional Commission (ARC) citizen representative Bob Reeves introduced Rob LeBeau, Director of the ARC -Workforce Development Board. Mr. LeBeau presented the Board with a plaque in coordination with AARP certifying Fayette County becoming more age friendly and being accepted as a member of the AARP network of age friendly states and communities.

Mr. LeBeau continued presenting a brief Workforce update to the Board. This update discussed the mission of the ARC- Work Source Georgia initiative, population growth, population forecast, and employment data, along with noting economic trends and industry forecast for Fayette County. He highlighted the Workforce Development and its goal, service delivery areas, and services/programs for the community.

PUBLIC HEARING:**2. Consideration of Ordinance 2024-03 amending Chapter 110. Zoning Ordinance, Article V. Conditional Uses; amending Sec. 110-169. Conditional use approval; (2) Conditional uses allowed; mm. Recreation centers owned by nonprofit organizations as so registered with the Georgia Secretary of State Office; to add a provision for outdoor athletic facility lighting. This item was tabled at the June 27, 2024 meeting.**

Fayette County Zoning Administrator, Deborah Sims, stated that this request was to amend Chapter 110. Zoning Ordinance, Article V. Conditional Uses; amending Sec. 110-169. Conditional use approval; (2) Conditional uses allowed; mm. Recreation centers owned by nonprofit organizations as registered with the Georgia Secretary of State Office; to add a provision for outdoor athletic facility lighting. She noted that this item had been tabled at the June 27, 2024 meeting. Ms. Sims stated that recreation centers and similar institutions owned by nonprofit organizations, as registered with the Secretary of State office, are allowed as a conditional use in A-R zoning. A-R zoning also allowed athletic facilities associated with private schools as a conditional use. Athletic facilities associated with private schools are also allowed to have lights until 10:00 p.m.; however, currently, there was not a provision for lighting of athletic fields associated with recreation centers. This revision is to create alignment and continuity in the ordinance and would provide for lighting for nonprofit-operated recreation centers.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve Ordinance 2024-03 amending Chapter 110. Zoning Ordinance, Article V. Conditional Uses; amending Sec. 110-169. Conditional use approval; (2) Conditional uses allowed; mm. Recreation centers owned by nonprofit organizations as so registered with the Georgia Secretary of State Office; to add a provision for outdoor athletic facility lighting. Commissioner Oddo seconded the motion passed 3-0. Commissioner Eric Maxwell and Commissioner Charles Rousseau were absent.

PUBLIC COMMENT:

Animal Shelter

Bobby Jones expressed his concern regarding failures within the county that he felt needed urgent care, specifically the Animal Shelter, issues related to the QTS data center, and the Starrs Mill gas station project. He also expressed his disappointment and frustration related to a recent call he received from Chairman Hearn.

Cynthia Saracino, Stacia Godwin, Laura Line, and Tammie Hurst made public comments.

Commenters: thanked and congratulated the Board for hiring an amazing and experienced Animal Shelter Director. They also expressed concerns and frustration regarding disappointment with the size and number of kennels and issues with the RO/holding area; the need for combination locks/proxy card access to the shelter for volunteers, interest in outdoor cat runs, and the need for continued county and citizen/community engagement and teamwork.

CONSENT AGENDA:

Vice Chairman Gibbons to approve the Consent Agenda. Commissioner Oddo moved seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Rousseau were absent.

3. **Approval of disposition of tax refund, as requested by Deanna Sterling, in the additional amount of \$2,562.94 for tax year(s) 2021, 2022 and 2023.**
4. **Approval of Contract #1229-P: Radio Communications System Consultant; Change Order #5 in the amount of \$159,975.**
5. **Approval for staff to create a new project number out of 2017 SPLOST 17TAG - Intersection Improvements for the intersection improvement at Sandy Creek Road and Ellison Road for \$8,000.**
6. **Approval to increase the amount to be paid by Trilith Development, LLC for construction costs of the FCWS-Trilith Studios Elevated Water Storage Tank, Contract #2314-B. The related change orders increase the Trilith Development, LLC. donation of \$1,250,000 to \$1,285,857.29.**
7. **Approval of the July 11, 2024 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

8. **Request to award Bid #2409-B: Heavy Rescue to NAFECO, Inc. for one (1) Rosenbauer Heavy Rescue in the amount of \$1,095,135 plus \$50,000 contingency funds for a total bid amount of \$1,145,135, and to allocate a not to exceed amount of \$25,000 to apparatus safety equipment to supply updated rescue tools to the Heavy Rescue.**

Fire Chief Jeff Hill stated that this request was to award Bid #2409-B: Heavy Rescue to NAFECO, Inc. for one (1) Rosenbauer Heavy Rescue in the amount of \$1,095,135 plus \$50,000 contingency funds for a total bid amount of \$1,145,135, and to allocate a not to exceed amount of \$25,000 to apparatus safety equipment to supply updated rescue tools to the Heavy Rescue.

Vice Chairman Gibbons asked for a brief overview of a Heavy Resue truck.

Chief Hill advised that the Heavy Resue truck was the one vehicle in the County that responded to excavation, all heavy rescue, and/or entrapments; and was equipped to refill SCBA air breathing bottles/cylinders for firefighters.

Vice Chairman Gibbons moved to approve to award Bid #2409-B: Heavy Rescue to NAFECO, Inc. for one (1) Rosenbauer Heavy Rescue in the amount of \$1,095,135 plus \$50,000 contingency funds for a total bid amount of \$1,145,135, and to allocate a not to exceed amount of \$25,000 to apparatus safety equipment to supply updated rescue tools to the Heavy Rescue.

Chairman Hearn asked what the expected delivery time for the vehicle was.

Chief Hill advised it was 690 days from the date the chassis was delivered to Rosenbauer.

Chairman Hearn thanked Chief Hill for his forethought in planning for the County's needs.

Vice Chairman Gibbons moved to approve to award Bid #2409-B: Heavy Rescue to NAFECO, Inc. for one (1) Rosenbauer Heavy Rescue in the amount of \$1,095,135 plus \$50,000 contingency funds for a total bid amount of \$1,145,135, and to allocate a not to exceed amount of \$25,000 to apparatus safety equipment to supply updated rescue tools to the Heavy Rescue. Commissioner Oddo seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Rousseau were absent.

9. **Request to enter into a Memorandum of Understanding between Fayette County and the US Soccer Federation (USSF) to enhance five soccer fields at McCurry Park South for the shared use of USSF team training camps and the County.**

County Administrator Steve Rapson stated that this item was a Memorandum of Understanding (MOU) between Fayette County and the US Soccer Federation (USSF) to enhance five soccer fields at McCurry Park South for the shared use of USSF team training camps and the County. The MOU would affect the five south soccer fields at McCurry Park. It would allow the USSF to host/participate in team camps and was essentially an extension of the current partnership already established. Mr. Rapson stated that the USSF would provide up to \$367,000 to the County to cover the scope of services for the proposed enhancements on McCurry Park South's five fields; and up to \$100,000 to cover upgrades to McCurry Park South Concession and Restrooms facilities and to construct a new storage building. He added that the USSF would provide a donation of up to \$50,000 for sports equipment.

Commissioner Oddo reiterated that this memorandum would not interfere with current youth soccer programs but would enhance the fields for soccer to benefit from in the future.

Vice Chairman Gibbons moved to approve to enter into a Memorandum of Understanding between Fayette County and the US Soccer Federation (USSF) to enhance five soccer fields at McCurry Park South for the shared use of USSF team training camps

and the County. Commissioner Oddo seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Rousseau were absent.

ADMINISTRATOR'S REPORTS:

A: Contract 2000-P: Advanced Metering Infrastructure; Change Order 4: Rate Tables & Scope of Work Standardized Solutions

B: Contract 2249-S: Seaquest Renewal 1

C: Contract 2250-S: Purate Renewal 1

D: Contract 2256-S: Carusol-20 (Sodium Permanganate) Renewal 1

E: Contract 2257-S: Lime Renewal 1

F: Contract 2258-B: Utility Locates Renewal 1 – Large Project Locates

G: Contract 2376-A: Annual Firefighter Physicals

H: Contract 2378-S: Water System Engineer of Record; Task Order 25-01: FY25 On-call Support Services

I: Contract 2382-A: Grass Cutting – Water System

J: Contract 2415-S: Stryker Maintenance Agreement

K: Contract 2442-S: Motorola (Spillman) Annual Maintenance

L: Contract 2355-A: Inman, Lee's Lake and Lester Road Roadside Pruning

ACCG Legislative Conference

Mr. Rapson advised that a voting delegate for the ACCG Legislative Conference was needed.

Vice Chairman Gibbons moved to appoint Commissioner Oddo as the ACCG Legislative Conference voting delegate. Chairman Hearn seconded. The motion passed 3-0.

Water System – Private Water System Acquisition

Mr. Rapson proudly advised that the Water System completed its first acquisition of a private water system- Woodland Road Water Association.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Dennis Davenport stated that there were five items for Executive Session. Three items involving threatened litigation, one item involving pending litigation and the review of the July 11, 2024, Executive Session Minutes.

COMMISSIONERS' REPORTS: None.

EXECUTIVE SESSION:

Three items involving threatened litigation, one item involving pending litigation and the review of the July 11, 2024, Executive Session Minutes. Vice Chairman Gibbons moved to go into Executive Session. Commissioner Oddo seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Rousseau were absent.

The Board recessed into Executive Session at 5:52 p.m. and returned to Official Session at 6:08 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Rousseau were absent.

Approval of the July 11, 2024 Executive Session Minutes: Commissioner Oddo moved to approve July 11, 2024 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 3-0. Commissioner Maxwell and Commissioner Rousseau were absent.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the July 25, 2024 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Rousseau were absent.

The July 25, 2024 Board of Commissioners meeting adjourned at 6:08 p.m.

Marlena M. Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 8th day of August 2024. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve to participate in the national Kroger settlement and agree to be bound by an anticipated Memorandum of Understanding (MOU) between the State of Georgia and Fayette County regarding the settlement.

Background/History/Details:

In November 2022, Fayette County was made aware of the National Opioid Settlements (July 21, 2021). Fayette County agreed to participate in receiving these settlement funds from Janssen (Johnson & Johnson, Janssen) and Settling Distributors (McKesson, AmerisourceBergen, Cardinal Health). After approval, the participation package documents were executed (via DocuSign) by Chief Financial Officer Sheryl Weinmann, agreeing that Fayette County be bound by the MOU with the State of Georgia for the opioid settlement funds. These funds were received and are held for specific future use via the MOU with the state.

In March 2023, Fayette County approved the MOU involving Teva, Allergan, CVS, Walgreens, and Walmart settlements. This MOU includes Kroger.

The participation package documents are attached along with the approving resolution. Upon approval, Chief Financial Officer Sheryl Weinmann will be authorized to DocuSign the required documents via the portal.

What action are you seeking from the Board of Commissioners?

Approval to participate in the national Kroger settlement and agree to be bound by an anticipated Memorandum of Understanding (MOU) between the State of Georgia and Fayette County regarding the settlement.

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:

Finance will create a separate fund for these opioid settlement distributions and any future payments.

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Fayette County, GA
Reference Number: CL-790723

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement (“*New National Opioids Settlement*”) has been reached with Kroger (“*Settling Defendant*”). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision or special district (“subdivision”).

You are receiving this *Participation Package* because Georgia is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.
- The *Memorandum of Understanding* for the Kroger settlement for subdivisions to execute through the DocuSign process.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by

participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Melissa M. Devine at the Georgia Attorney General's Office at (404) 458-3765 or mdevine@law.ga.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Fayette County	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



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**State of Georgia and Local Governments: Memorandum of Understanding
Concerning National Settlement with The Kroger Co.**

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On March 22, 2024, The Kroger Co. (“Kroger”) agreed to a national settlement framework (the “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During April 2024, the State entered into the Opioid Settlement. The LGs have until August 12, 2024 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2024 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.



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I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlement as defined in this 2024 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlement.
- d. “Opioid Settlement” means the Kroger Opioid Settlement dated March 22, 2024.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.



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- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
- (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.



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- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2024 MOU.
- (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
- (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
- (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
- (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2024 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment



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- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State



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or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used



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funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.

- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.
- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2024 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-



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wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in
(1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require th



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consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.

- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *



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ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND TO MEMORANDUM OF
UNDERSTANDING



**Settlement Document
Binding on State of Georgia When Executed by Georgia AG / Governor**

**EXHIBIT 1
ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below- referenced entity, acknowledges the following:

- Fayette County has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.**
- The undersigned is a duly-appointed representative of Fayette County, and has the authority to execute this document and bind Fayette County to the Memorandum.
- Fayette County is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf Fayette County, understands and acknowledges the terms of the Memorandum, and Fayette County agrees to be bound by its terms.
- No party is under duress or undue influence.

Signature: _____

Name: _____

Title: _____

Date: _____

Entity: Fayette County, GA

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____

