

BOARD OF COUNTY COMMISSIONERS

Lee Hearn
Edward Gibbons
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

January 9, 2025
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.

OATH OF OFFICE:

Probate Court Judge Angela Landgaard to administer the Loyalty Oath and Official Oath of County Commissioner of the State of Georgia to Commissioner-Elect Lee Hearn.

Probate Court Judge Angela Landgaard to administer the Loyalty Oath and Official Oath of County Commissioner of the State of Georgia to Commissioner-Elect Charles Oddo.

ORGANIZATIONAL SESSION:

Call to Order by County Attorney Dennis Davenport
Election of Board Chairman for the year 2025
Election of Board Vice Chairman for the year 2025

OFFICIAL SESSION:

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of the Fayette County Merry Wreath Decorating Contest winners. (page 3)
2. Presentation for discussion related to HB 581, Statewide Floating Homestead Exemption and Floating Local Option Sales Tax (FLOST), and the impacts to Fayette County. (pages 4-29)

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:

3. Approval to authorize the Fayette County Solicitor's Office to accept a continuing grant award from the Criminal Justice Coordinating Council in the amount of \$57,752.00 with the continuing grant award period beginning October 1, 2024 and expiring September 30, 2025. (pages 30-116)
4. Approval for Fayette County Fire and Emergency Services to accept the FY2025 Trauma Equipment Reimbursement Grant from the Georgia Trauma Commission in the amount of \$10,679.90. (pages 117-128)
5. Approval of the Fayette County Parks and Recreation Department to accept the Georgia Recreation and Park Association (GRPA) - Hawks Grant in the amount of \$2,380.00. (page 129)
6. Approval of a supplemental grant award for the DUI Accountability Court for Law Enforcement in the amount of \$10,000. (pages 130-158)
7. Approval of the proposed South Sandy Creek Road Resurfacing Project Agreement between the City of Fayetteville and Fayette County. (pages 159-165)
8. Approval of the December 12, 2024, Board of Commissioners Meeting Minutes. (pages 166-178)

OLD BUSINESS:

9. Request to accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) in the amount of \$3,742,256.30, to digitally execute the Construction Agreement with Georgia Department of Transportation (GDOT), and to issue a check payment for GDOT Construction Oversight. This item was tabled at the December 12, 2024 Board of Commissioners Meeting. (pages 179-269)
10. Consideration of Option #1, to have the Fayette County Marshal's Office to occupy the Old Courthouse or Option #2, to enter an agreement to have the Fayette County Historical Society occupy the additional space on the 2nd and 3rd floors. This item was tabled at the December 12, 2024 Board of Commissioners Meeting. (pages 270-296)

NEW BUSINESS:

11. Request to approve a recommendation from the Selection Committee comprised of Fayette County Staff, to reappoint Dr. William Yarde to the Fayette County Water Committee for a term beginning January 1, 2025 and expiring December 31, 2028. (pages 297-307)
12. Request to award Bid #2475-B Justice Center HVAC Roof Top Units (RTU) Replacements in the amount of \$676,477.00 to Wright Brothers, Inc. (pages 308-313)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on the internet at <https://vimeo.com/user133262656>.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of the Fayette County Merry Wreath Decorating Contest winners.

Background/History/Details:

Each year, county departments participate in the door decorating contest in honor of the Christmas holiday season. This season, the contest was changed to a wreath decorating contest only.

The winning departments for 2024 are:
3rd Place - Assessor's Office
2nd Place - Information Technology
1st Place - Public Works

This seasonal event builds team work and creativity and brings a festive appearance to the departments.

What action are you seeking from the Board of Commissioners?

Recognition of the Fayette County Merry Wreath Decorating Contest winners.

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

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Presentation for discussion related to House Bill (HB) 581, Statewide Floating Homestead Exemption and Floating Local Option Sales Tax (FLOST), and the impacts to Fayette County.

Background/History/Details:

HB 581 became effective as of January 1, 2025. There are several moving parts that make up this legislation. This presentation is created to bring forth discussion related to the impacts of House Bill 581. The three main components of this legislations include, Property Tax Procedural Changes, Statewide Floating Homestead Exemption, and New Local Option Sales Tax and Local Sales Tax Revisions. The presentation will summarize and demonstrate the changes and impacts of this House Bill.

What action are you seeking from the Board of Commissioners?

Presentation for discussion related to House Bill (HB) 581, Statewide Floating Homestead Exemption and Floating Local Option Sales Tax (FLOST), and the impacts to Fayette County.

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:

FAYETTE COUNTY, GEORGIA

HB 581 Analysis

BOARD OF COMMISSIONERS

JANUARY 9, 2025

History

- 2024 Legislative session – concerns regarding rising property value assessments and related increase in property taxes
- Senate leaders wanted measures to control rapid increases in property assessments
- House leaders looked to expand sales tax options

History

- Signed into law April 18, 2024
- Was contingent upon Statewide Referendum on November 5, 2024 – HR 1022 – Allowing local governments to opt out of the floating homestead exemption
- Became effective January 1, 2025

Part 1 – Statewide Floating Homestead Exemption

- HB 581 implements a statewide floating homestead exemption for all local governments – Counties, Cities, and School Boards
- Floating homestead adjusts to reduce property tax increases based upon the increases in the taxable value of the property; includes annual inflationary adjustment
- Base year or value offset exemption

Part 1 – Statewide Floating Homestead Exemption

- State of Georgia Department of Revenue selects which CPI “inflationary factor” to use
- Per Regulation Notice on 12-30-2024, the factor will be
 - Consumer Price Index – All Urban Consumers (CPI-U): US City Average
 - History of this CPI:

2023	2022	2021	2020	2019	2018	2017
4.1%	8.0%	4.7%	1.2%	1.8%	2.4%	2.1%

Part 1 – Statewide Floating Homestead Exemption

- *2025 Example:*
- House Valued at \$250k in 2024
- Value in 2025 will be the same \$250k (2024 base year)
- 40% Taxable Value = \$100k
- 2025 Property Tax Bill will only increase if the millage rate increases

Part 1 – Statewide Floating Homestead Exemption

- *2026 Example:*
- House Valued at \$250k in 2025
- 40% Taxable Value = \$100k
- Market Changes increase value to \$110k
- Department of Revenue CPI of 2%
- Taxable Value increases to \$102k
- Market Value \$110k less CPI Inflation Value \$102k = \$8k
- Exemption floats to reduce taxable value to the \$102k
- Property tax will be based upon the inflation value

Part 1 – Statewide Floating Homestead Exemption

- The floating homestead will apply to County M&O, City M&O, Fire, EMS, 911 and other special districts
- For homes receiving floating exemption in 2025, the base year is the value in 2024
- For homes receiving floating exemption in later years (ie. purchase), the base year value is the prior year value
- Existing \$5k homestead will not be affected by HB 581 and will be applied after floating homestead
- Homestead exemptions are not transferrable, exception is surviving spouse

Opting Out

- If the government elects to opt-out from the floating homestead exemption, the following must happen”:
- Advertise and conduct 3 public hearings between January 1 and February 28, 2025
- Resolution to opt-out must be provided to the Secretary of State by March 1, 2025

Opting Out

- If local government decides to opt-out, there is no future opportunity to opt-in to HB 581; however, the government can support a different type of floating homestead
- If local government decides to stay in, there is no future opportunity to opt-out

Opting Out

- The local delegation may pass a local Act of the General Assembly to implement a local floating homestead exemption at any time
- Each municipality and school board within the county can make their own selection to opt-out or not
- The opt-out decision of another municipality will not impact the other local government's homestead exemption
- The result will be homes having different taxable values

Part 2 – Sales Tax Revisions and FLOST

- *There are two major changes:*
- O.C.G.A 48-8-6 revised to increase percentage of local sales tax a jurisdiction may levy
- Creates new local option sales tax contingent upon the jurisdiction having a base year value homestead exemption

Part 2 – Sales Tax Revisions and FLOST

- HB 581 revises the existing 2% local sales tax cap (O.C.G.A 48-8-6)
- Exemptions include ESPLOST and Transportation Sales Taxes (TSPLOST)
- One of the specialty pennies includes the FLOST, which is allowed through HB 581 (optional)

Part 2 – Sales Tax Revisions and FLOST

- Allows for a possible FLOST (0.5% or 1.0%)
- The County and all cities within the County must have a floating homestead exemption (and a property tax millage rate)
- The School Board's choice to opt-out does not matter since they cannot share in the proceeds

Part 2 – Sales Tax Revisions and FLOST

- County and City(ies) representing at least 50% of the population that levy a property tax must enter into an IGA
- IGA will include the % rate, duration (max 5 years), and distribution allocation
- Must be approved through local referendum

Part 2 – Sales Tax Revisions and FLOST

- **FLOST proceeds are NOT to be used to make up for lost property tax revenues for the County Government**
- **FLOST collections must be converted to a millage rate equivalent**
- **Creates upward pressure on the millage rate, in addition to any increases due to the floating homestead**

Part 3 – Procedural Property Changes Estimated Rollback Rate

- Must be included on the assessment notice (May)
- Required for all millage rates – M&O, Fire, EMS, and 911
- Calculation uses an estimated roll back rate less the millage rate equivalent of the total net assessed value added by reassessments
- If adopted millage rate exceeds to the estimated rollback rate, a disclaimer must be included on the bill stating as such and there will be an increase in taxes owed

Part 3 – Procedural Property Changes Appeals

- Removes provision that the sale price is the maximum allowable fair market value in the next taxable year
- Modified the 3-year lock statute so taxpayer only receives an appeal benefit if they receive a value reduction
- Designed to prevent frivolous appeals
- Removes tax estimate from assessment notice

Part 3 – Procedural Property Changes Appeals

- Requires that every parcel in the county be appraised at least every 3 years – Fayette County appraises every parcel, every year
- Changes the settlement conference statute so that if neither the taxpayer (nor the representative) participates in good faith, then the taxpayer will not receive the temporary 15% reduction in taxes owed and shall not be awarded attorney's fees

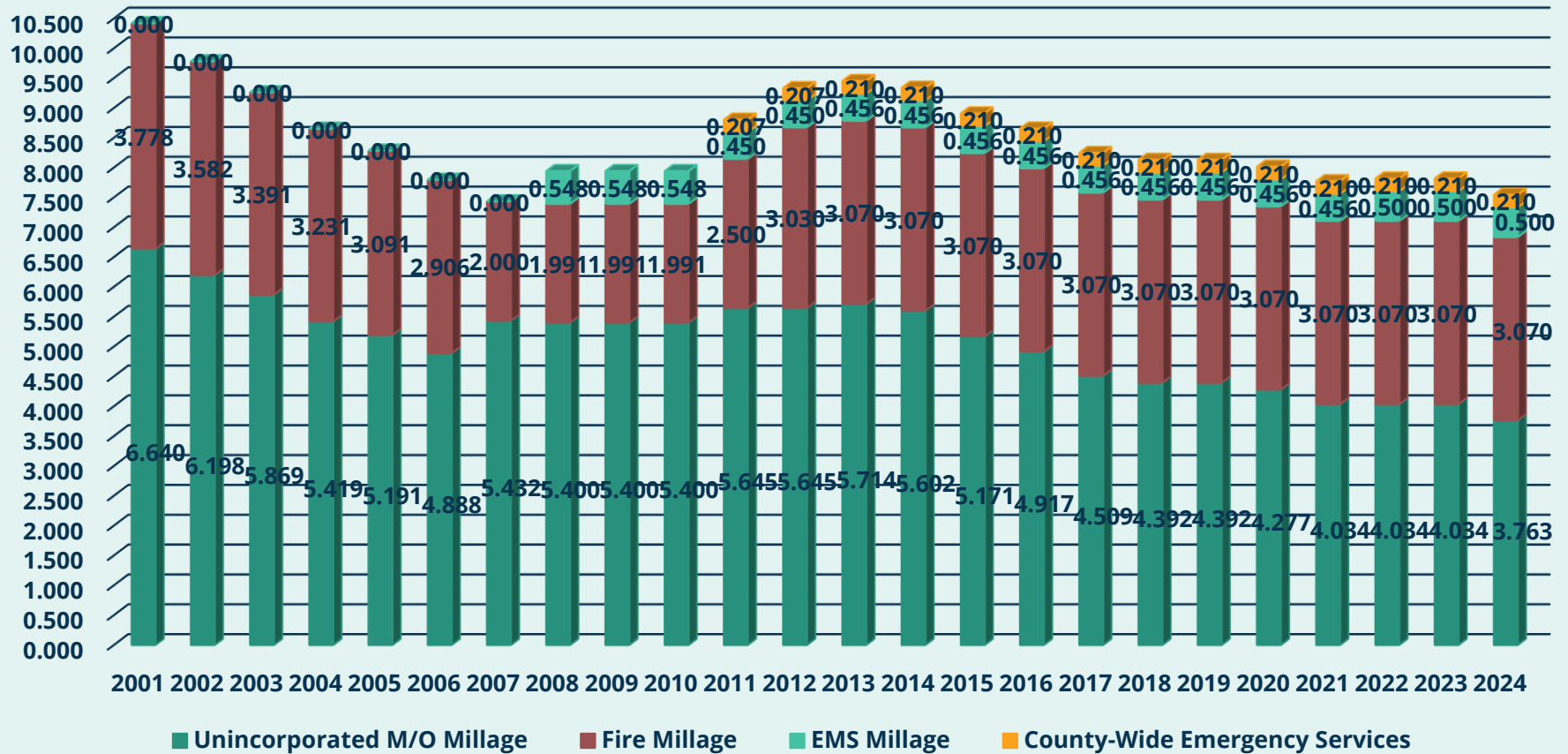
Considerations

- Rewards homeowners that reside in the community for a long period after implementation
- The taxable value multiplied by the millage rate provides the property tax revenue to meet local budgets and service delivery to the citizens
- Since the floating homestead exemption slows the growth in the value for residential homestead properties, it will create upward pressure on the millage due to lost revenues

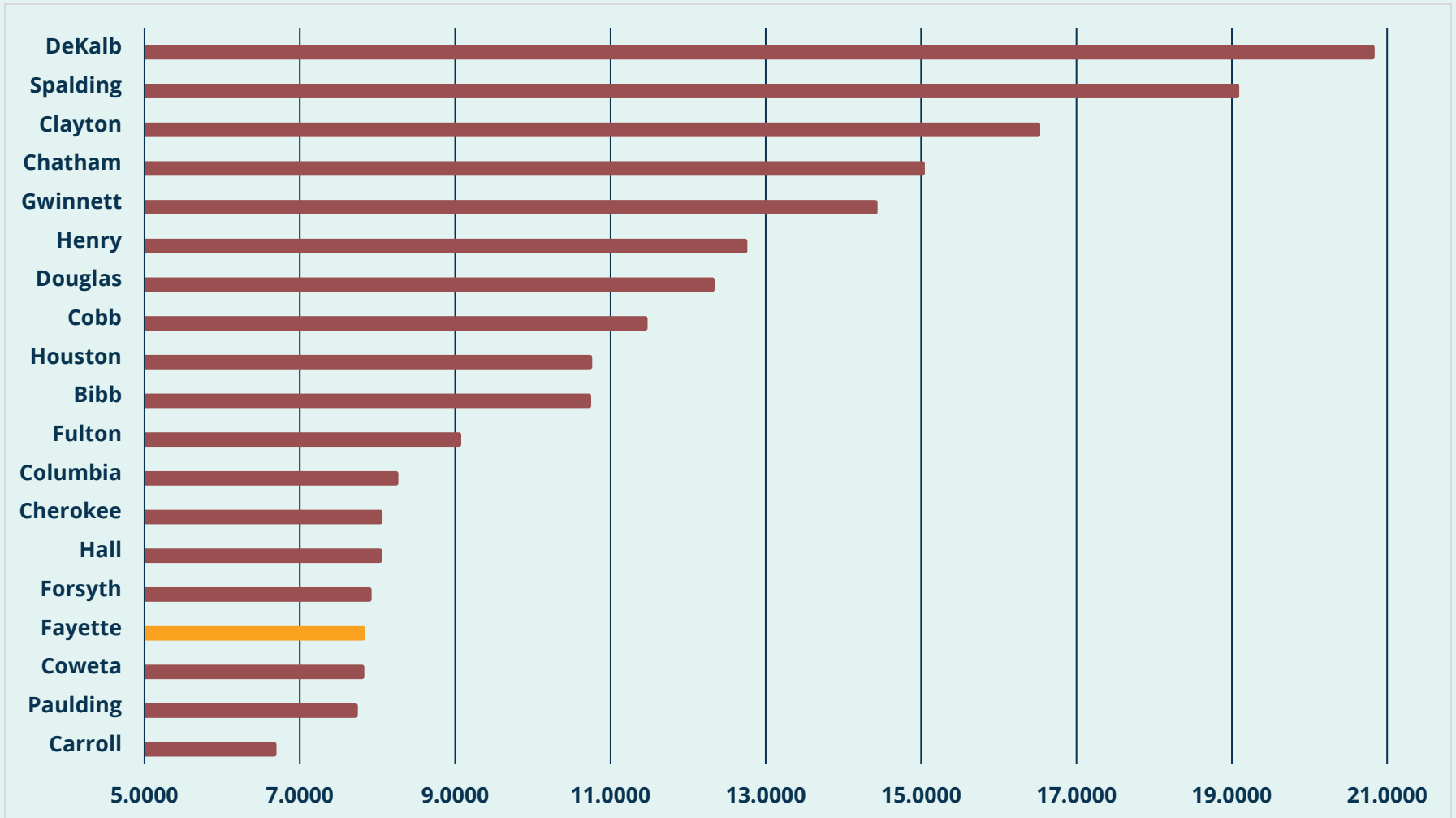
Considerations

- Even if the government opts out, they can create a local floating homestead to referendum
- FLOST is an option; not required
- FLOST not available if local municipality opts out
- All millage rates are affected

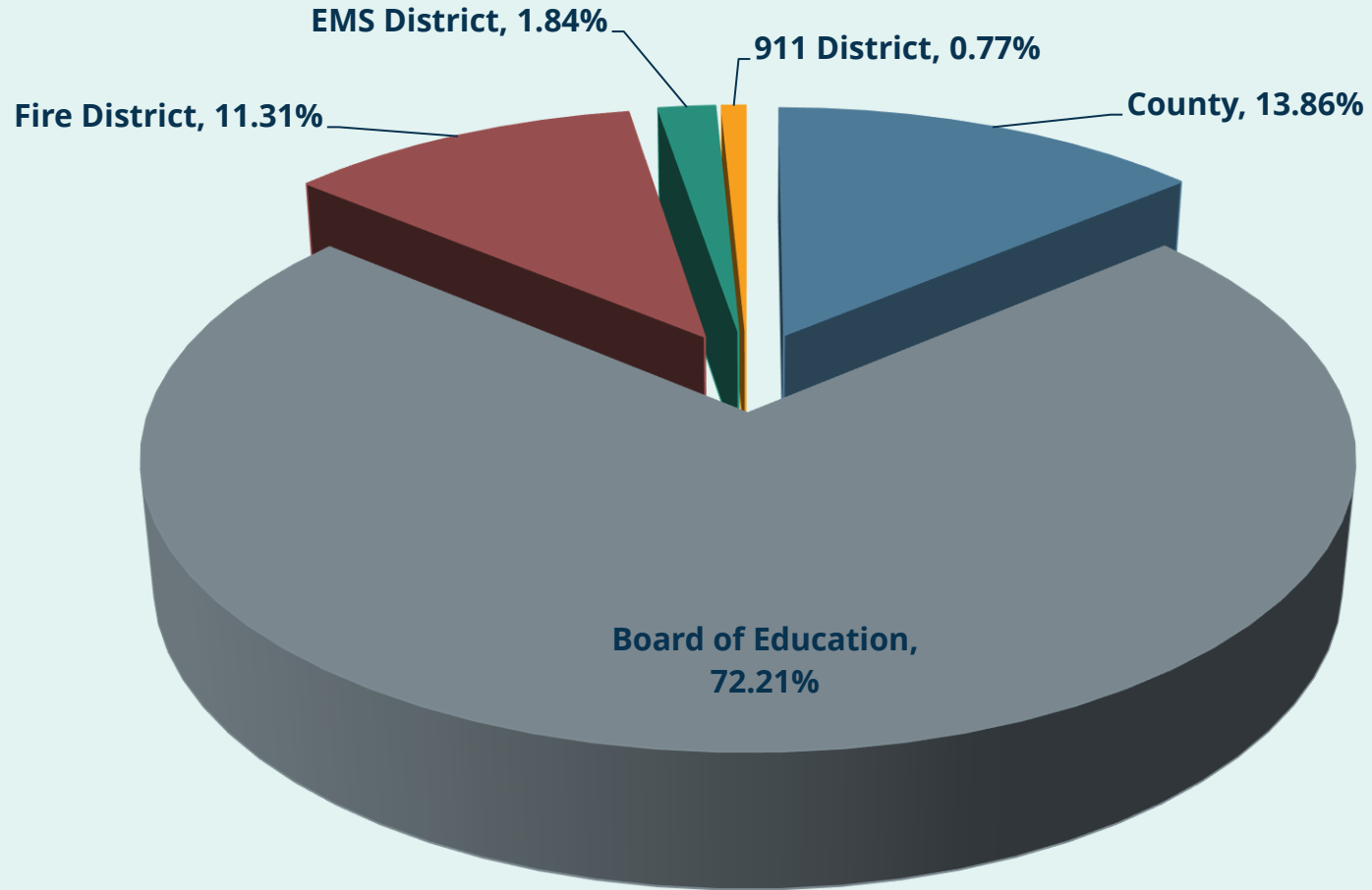
Millage Rates for Fayette County



Millage Rates for Local Counties



Property Tax Dollars



Financial Impact to General Fund Maintenance & Operations Rollback vs. No Rollback

Fiscal Year	M&O Millage	Annual Rollback Loss Compared to Prior Year's Millage Rate	Cumulative Rollback Loss Compared to 2014 Millage Rate
2014	5.714	-	-
2015	5.602	\$0.5M	\$0.5M
2016	5.171	\$2.1M	\$2.6M
2017	4.917	\$1.3M	\$4.0M
2018	4.509	\$2.3M	\$6.8M
2019	4.392	\$0.7M	\$7.8M
2020	4.392	\$0.0M	\$8.4M
2021	4.277	\$0.8M	\$9.6M
2022	4.034	\$1.7M	\$11.9M
2023	4.034	\$0.0M	\$14.0M
2024	4.034	\$0.0M	\$15.8M
			\$81.4M

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to authorize the Fayette County Solicitor's Office to accept a continuing grant award from the Criminal Justice Coordinating Council in the amount of \$57,752.00 with the continuing grant award period beginning October 1, 2024 and expiring September 30, 2025.

Background/History/Details:

The Criminal Justice Coordinating Council has proposed a continuing grant award (10th year) in the amount of \$57,752.00 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 \$57,752.00 total grant award, \$57,752 are Federal funds, and \$14,438 are Waived County matching funds. The \$57,752 cash portion is to be used towards the salary and benefits for the Victim's Advocate position to be allocated as noted below:

\$43,314 Victim's Advocate salary and benefits for the period October 1, 2024 through June 30, 2025

\$14,438 Victim's Advocate salary and benefits for the period July 1, 2025 through September 30, 2025

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 (10th year) period is October 1, 2024 through September 30, 2025.

The current grant does not fully cover the salary and benefits of the Victim's Advocate. The funds required to cover the salary are \$6,744, with \$5,058 in FY2025 and \$1,686 in FY2026.

What action are you seeking from the Board of Commissioners?

Approval to authorize the Fayette County Solicitor's Office to accept a continuing grant award from the Criminal Justice Coordinating Council in the amount of \$57,752.00 with the continuing grant award period beginning October 1, 2024 and expiring September 30, 2025.

If this item requires funding, please describe:

Matching funds are waived. The funds required to cover the salary are \$6,744, with \$5,058 in FY2025 and \$1,686 in FY2026.

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:

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

County: Fayette

Implementing Prosecuting Attorney: Jamie K. Inagawa

Allocation 1: CJCC Grant No: C23-8-249

A. Base Federal Funds:	\$ <u>57,752</u>
B. Matching Funds (waived for all offices):	\$ <u>14,438</u>

Initial Grant Period: October 1, 2024 to September 30, 2025

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 (District Attorney) (Solicitor-General) for the Fayette County (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2024 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) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 10a).
6. Budget Limitation: The approved budget total (see 10a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.
7. Matching Funds Requirement:
- (a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.
 - (b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.
 - (c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.
 - (d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at \$15 per hour. There is no minimum volunteer hour requirement.
8. Use of Volunteers:
- (a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are not required to be included in the budget.
9. Programmatic Reporting Requirements:
During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:
- (a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports

(VSSR); and

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

Quarter 1	October 1 – December 31, 2024	Due: January 15, 2025
Quarter 2	January 1 – March 31, 2025	Due: April 15, 2025
Quarter 3	April 1 – June 30, 2025	Due: July 15, 2025
Quarter 4	July 1 – September 30, 2025	Due: October 15, 2025

(b) Outcome Performance Measurement Surveys (Annual).

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

Annually	Oct. 1, 2024 -Sept. 30, 2025	Due: October 30, 2025

(2) NOTE: OPM Survey data is directly pulled by CJCC via the iMPRoVE Platform.

10. Financial Reporting Requirements:

(a) The County will submit budget worksheet(s) to PACGA no later than October 18, 2024. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.

(b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2024	Due: January 15, 2025
Quarter 2	January 1 – March 31, 2025	Due: April 15, 2025
Quarter 3	April 1 – June 30, 2025	Due: July 15, 2025
Quarter 4	July 1 – September 30, 2025	Due: October 15, 2025

(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 three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.
 15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
 16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.

17. Termination:

- (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
- (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.
 - (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
 - (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
- (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.
 - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.

- (4) An assignment is made by the County for the benefit of creditors.
- (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

18. Victims of Crime Act - Funding Conditions:

- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.
- (c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at:
<https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources>
- (d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.
- (e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: <https://ojp.gov/financialguide/index.htm>
- (f) The County and Prosecuting Attorney hereby assure and certify that it:
 - (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;
 - (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
 - (3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title

IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

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

PROSECUTING ATTORNEY EXECUTION:

Signature Date signed by Prosecuting Attorney

Jamie K. Inagawa

Printed Name

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

COUNTY EXECUTION:

Signature Date signed by County

Printed Name

Chairman, Fayette County Board of Commissioners

Title
Official for Fayette County

PACGA EXECUTION:

Signature Date signed by Council

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

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

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

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


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 Department
Attention: Natasha Duggan
140 Stonewall Avenue West, Suite 101
Fayetteville, GA 30214
Telephone No.: 770-305-5188
Email: nduggan@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: _____
Solicitor General Office Fayette County
~~Fayette County Justice Center~~
1 Center Drive
~~Fayetteville, GA 30214~~
Telephone No.: 770-716-4256
Email: _____

EXHIBIT B
PACGA Policy 11.2

 Prosecuting Attorneys' Council of Georgia		
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11.2	Victim Services	Victims of Crimes Act - Funding Conditions

1. Purpose.

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

2. Authority.


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

3. Scope.

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

4. Definitions.

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


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5. Role of the Council.

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

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

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


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

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

7. Delivery of Services to Victims.

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

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


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

(B) Funded offices may:

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

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


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

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

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

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


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etc.);

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

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

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

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

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

(6) Education/Collaboration:

(A) Funded offices shall have personnel:

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

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

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


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

(7) Prosecutorial Assistance: Funded offices shall:

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

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

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(c) Limited English Proficient Victims.


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

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

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

(d) Equal Opportunity.

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

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


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

- (e) Immigration status.

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

- (f) Victims of Federal Crimes.

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


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(g) Victims of Crimes Committed by Juveniles.

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

8. Use of Volunteers.


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

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

9. Non-Discrimination in Service Provision.

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


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

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

11. Other Required Certifications.

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

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12. Political Activity.


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

13. Equal Employment Opportunity Plan.

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

14. Training of Personnel.

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


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- (b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.
- (c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>
- (d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Allowable Costs and Services.


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

- (a) Immediate Health and Safety. Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as:
- (1) Crisis intervention;
 - (2) Accompaniment to hospitals for medical examinations;
 - (3) Hotline counseling;
 - (4) Emergency food, clothing, transportation, and shelter (including emergency, short term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and

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


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

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

16. Other Allowable Costs and Services.

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

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

(1) Skills training for staff -

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

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


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

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

(g) Supplies and Furniture.

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


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

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

(h) Advanced Technologies.

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

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

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

17. Motor Vehicle Operations.

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

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18. Reporting Fraud or Criminal Activity Involving Grant Funds.

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


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

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

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

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

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

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20. Compliance with Federal Uniform Guidance and Audit Requirements.


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

21. Access to Records.

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

22. Records & Reports; Use of TRACKER.

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


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


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

23. Prior Approval Required for Certain Contracts or Subcontracts.

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

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

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24. National Environmental Policy Act.

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

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

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: _____

PROJECT TITLE: _____

GRANT NUMBER: _____

Mr.

Ms.

PROJECT DIRECTOR NAME (Type or Print) _____

Title and Agency _____

Official Agency Mailing Address _____ City _____ Zip _____

Daytime Telephone Number _____ Fax Number _____

E-Mail Address _____

Mr.

Ms.

FINANCIAL OFFICER (Type or Print) _____

Title and Agency _____

Official Agency Mailing Address _____ City _____ Zip _____

Daytime Telephone Number _____ Fax Number _____

E-Mail Address _____

Mr.

Ms.

Authorized Official (Type or Print) _____

Title and Agency _____

Official Agency Mailing Address _____ City _____ Zip _____

Daytime Telephone Number _____ Fax Number _____

E-Mail Address _____

Prosecuting Attorneys' Council of Georgia VOCA Reimbursement Information Form

AGENCY NAME: _____

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

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

Bank Name: _____

Bank Routing Number: _____

Bank Account Number: _____

Agency Contact Name: _____

Agency Contact Telephone Number: _____

Agency Authorized Official Name and Title: _____

Agency Authorized Official Signature: _____



SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

NEW

EXISTING

SUPPLIER ID NUMBER : *Agency Use Only*

0	0	0	0						
---	---	---	---	--	--	--	--	--	--

SECTION 1: SUPPLIER IDENTIFICATION

FEI/SSN/TIN

Supplier Name:

Doing Business As (dba): *if applicable*

PHYSICAL ADDRESS *DO NOT enter a P O Box*

Address 1:

Address 2:

City:

State:

Postal Code:

Contact Email:

Primary Phone #:
 Landline

Ext:

Cell *Used for Identity Verification*

Secondary Phone #:
 Landline

Ext:

Cell *Used for Identity Verification*

Driver's License #: *For individuals only*

DL State:

SECTION 2: BANK ACCOUNT INFORMATION

Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

I do not wish to provide banking information and understand all payments made to me will be via check.

Replace Remittance Address at Loc # With Addr ID #

Replace Invoicing Address at Loc # With Addr ID #

Add New Bank Account Change Bank Account Enter Loc # *Agency Liaisons are required to complete items on this line for bank changes*

ROUTING # NEW ACCOUNT #

Last Four Digits of Previous Bank Account # *For changes only*

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

DESCRIBE SPECIFIC PURPOSE

ACCOUNTS RECEIVABLE NOTIFICATION

PAYMENT REMIT EMAIL ADDRESS:

PAYMENT REMIT EMAIL ADDRESS:

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

Printed Name of Company Officer

Signature of Company Officer

Date

SECTION 3: DIVERSITY IDENTIFICATION (Check ALL That Apply)

BUSINESS CERTIFICATIONS		MINORITY BUSINESS ENTERPRISE (51% ownership)	
GA Small Business*	Women Owned	Hispanic – Latino	African American
GA Resident Business**	Minority Business Certified	Native American	Asian American
Not Applicable	Prefer Not to Disclose	Pacific Islander	Not Applicable
		Prefer Not to Disclose	

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

****Georgia resident business** is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

VETERAN-OWNED SMALL BUSINESS (Check ALL That Apply)

Nonveteran-owned Small Business Veteran-owned Small Business Service Disabled VOSB Prefer Not to Disclose

SECTION 4: REQUESTED CHANGE(S) – (Check ALL That Apply)

FEI/TIN Change (Cannot change if supplier is 1099 applicable)

Business Name Change

1099 Eligible Cannot change to non-eligible if supplier is already 1099 eligible

1099 Addr ID # Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099

1099 – M Enter Code (Required for Form 1099 – M)

1099 – N Code 01 (01 is the only code available for the 1099 – NEC)

Reactivate Supplier Profile

Deactivate Supplier Profile (Agency Liaison MUST attach written justification from the supplier with the SCR.)

Add Additional Business Address (Enter additional address in Section 1)

Change Existing Business Address

Change/Add Payment Alt Name to an existing address (if payable to a different name. DO NOT enter the DBA).

Enter Addr ID # to change: **Payment Alt Name:**

Classification Change: (Agency Liaisons are required to check one for Classification Changes.)

Attorney **HCM** **Student** **Supplier Non-minority**
Gov Non-State of GA **Non-Supplier** **Supplier Minority**

Statewide Contract (DOAS Use Only)

HCM Vendor

Other (Provided details in the Comments section below)

Comments

AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

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

AGENCY LIAISON NAME

AGENCY LIAISON SIGNATURE

DATE

B/U#

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) FAYETTE COUNTY BOARD OF COMMISSIONERS	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 140 Stonewall Ave West, Suite 101	Requester's name and address (optional)
	6 City, state, and ZIP code Fayetteville, GA 30214	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
5	8	-	6	0	0	0	8	2	6

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are 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 for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, 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 instructions for Part II 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, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, 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 are no longer 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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2. 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

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 U.S. commonwealth or territory, 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 U.S. commonwealth or territory.
- 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 as defined under section 581.
- 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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- 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 U.S. commonwealth or territory, 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 Regulations 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 Regulations 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.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at www.SSA.gov. You may also get this form by calling 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/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 item 1, 4, or 5 below indicates 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 line 1 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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, 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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

DISCLOSURE OF LOBBYING ACTIVITIES

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

(See reverse for public burden disclosure.)

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. 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: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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.



STANDARD ASSURANCES

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

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

Signature, 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)

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:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. 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.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

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: _____

Date of Last Audit: _____

Date of Next Audit: _____

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

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

CIVIL RIGHTS REQUIREMENTS

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

- (1) **Civil Rights Contact Person:** Lewis Patterson
- (2) **Title/Address:** Director, Human Resources ""
140 Stonewall Ave., W., Suite 213
Fayetteville, GA 30214
- (3) **Telephone Number:** 770-305-5418
- (4) **Number of persons employed by the organizational unit (agency) responsible for administering the sub-grant:** 793 (Solicitor's Office - 8 full/3 part)

For more information regarding civil rights requirements, go to www.ojp.usdoj.gov/ocr/

Suitability for Covered Individuals Who May Interact with Participating Minors.

The Award Condition: Determination of Suitability for Covered Individuals Who May Interact with Participating Minors was incorporated into Department of Justice awards starting in federal fiscal year 2019. If the award condition applies to a subaward, the subrecipient must make a determination of suitability before certain individuals may interact with participating minors. Details of this requirement are posted on the Office of Justice Programs website at <https://www.ojp.gov/funding/explore/interact-minors>

Name of Organization:

Name of Individual Filling Out Form:

1. APPLICABILITY	YES	NO	NOT APPLICABLE
Is a purpose of some or all the activities to be carried out under the subaward to benefit individuals under 18 years of age?	X	<input type="checkbox"/>	<input type="checkbox"/>
2. SUBRECIPIENT POLICIES AND PROCEDURES			
2a. Does the subrecipient have written policies that implement this subaward condition?	<input type="checkbox"/>	X	<input type="checkbox"/>
2b. Do the policies and procedures include each of the following subaward conditions?	<input type="checkbox"/>	<input type="checkbox"/>	X
➤ A name-based search of the required public sex offender and child abuse registries;	<input type="checkbox"/>	<input type="checkbox"/>	X
➤ A fingerprint-based search of the required criminal history registries (or similar repositories), covering at least five calendar years preceding the date of the search using current and previous names and aliases);	<input type="checkbox"/>	<input type="checkbox"/>	X
➤ All searches cover jurisdictions in which covered individuals lived, worked, or went to school during the past five years and in which they are expected to, or are reasonably likely to, interact with participating minors;	<input type="checkbox"/>	<input type="checkbox"/>	X
➤ Determinations are made prior to a covered individual interacting with participating minors in the course of activities under the subaward; and	<input type="checkbox"/>	<input type="checkbox"/>	X
➤ Determinations are made within 6 months of completion of the required searches listed in the subaward condition, examined upon learning information that reasonably may suggest unsuitability, and renewed at least every 5 years.	<input type="checkbox"/>	<input type="checkbox"/>	X
➤ A determination of suitability is prohibited if the covered individual: <ul style="list-style-type: none"> ○ Withholds consent to a required criminal history search; ○ Knowingly makes a false statement that affects, or is intended to affect, any required search; ○ Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website; ○ To the knowledge of the subrecipient, has been convicted --- whether as a felony or misdemeanor --- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law): (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense; (2) rape/sexual assault, including conspiracy to commit rape/sexual assault; (3) sexual exploitation, such as through child pornography or sex trafficking; (4) kidnapping; (5) voyeurism; and/or <ul style="list-style-type: none"> ▪ Is determined by a federal, state, tribal, or local government agency not to be suitable. 			
3. SUBRECIPIENT PRACTICES			
If the subrecipient does not have written policies or procedures, please describe the practices in making determinations of suitability to interact with minors. Do these practices meet the required elements in question 2b? Yes X No <input type="checkbox"/>		Click here to enter text. Criminal History Checked Finger Print Search Public Sex Offender Registry included in search	

4. AVAILABILITY OF FINGERPRINT-BASED SEARCHES			
If a fingerprint-based search of criminal history registries is not legally allowable, has the subrecipient documented the legal prohibition?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A X
5. COVERED INDIVIDUALS <i>Please provide a list of the individuals who work with minors in your program that must be covered by these clearances. Please provide documentation that you have written determination of their suitability to interact with minors. Please do not include documents that include personally identifiable information beyond the name of the covered individual, the results of required searches, or explanations for unsuitability. Please redact documents as needed.</i>			
FULL NAME	POSITION/ROLE	Determination of Suitability Format (e.g. email, form etc.)	
1. La Verne Barela	Victim Witness Coordinator		
2. Holly Bigham	Victim Advocate		
3.			
4.			
5.			
6.			
5a. Were selected determinations made within 6 months of the required searches, and renewed every 5 years, if applicable? Please provide the dates of the searches here:	Yes X	No <input type="checkbox"/>	N/A <input type="checkbox"/>
5b. Has the subrecipient re-examined determinations upon learning of information that reasonably may suggest unsuitability and, if appropriate, modified or withdrawn those determinations? Please be prepared to provide documentation of these re-examinations.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A X
6. PASS THROUGH ADMINISTRATION			
6a. Did the subrecipient pass the award condition to its subrecipients?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
6b. Did the subrecipient monitor award condition compliance by its subrecipients?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

SUBGRANT NUMBER: C23-8-249

FY23 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorney's Council of GA

SUBGRANT NUMBER: C23-8-249

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2019 award.

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

Initials _____

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

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

Initials _____

3. 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 _____

4. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP) to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here. Reasonable steps may include the provision of language assistance services, such as oral language assistance or written translation. For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at <https://www.lep.gov>.

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

Initials _____

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

Initials _____

6. Federal grant program requirements, the subgrantee must comply with the following EEO reporting requirements of 28 C.F.R. Part 12, specifically including any application

requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program:

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

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

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

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

SUBGRANT NUMBER: C23-8-249

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

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

Initials _____

8. 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 _____

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

Initials _____

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

Initials _____

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

Initials _____

12. 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 _____

13. 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, repeal, modification, or adoption of any law, regulation or policy at any level of government without the express prior written approval of OJP.

Initials _____

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

Another federal law generally prohibits federal funds from being to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a

federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

Initials _____

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

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

Initials _____

16. The subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY23AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials _____

17. Subgrantees may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive

compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - a. it represents that—
 - i. (1). it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligation only if expressly authorized to do so by that agency.

Initials _____

18. The subgrantee understands that the maximum consultant/contractor rate is

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\$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 _____

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

Initials _____

20. 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 _____

21. 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 _____

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

Initials _____

23. 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

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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 _____

24. 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
ATTN: Grantee Reporting
950 Pennsylvania Avenue, N.W.,
Washington, DC 20530

DOJ OIG hotline fax: (202) 616- 9881 – DOJ OIG Investigations Division (Attn: Grantee Reporting)
OIG webpage: <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online")

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

Initials _____

25. 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 _____

26. 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

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responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

Initials _____

27. Subgrantees providing forensic medical exams should respond based on the following best practice guidance:

1. Delayed reporting pediatric medical exams: Prioritize children who disclose sexual abuse or are suspected of being sexually abused. Timely medical care and treatment for child sexual abuse victims is crucial, regardless of the potential availability of forensic evidence on the child's body or clothing. Ensure that the child is examined, a medical history is taken, related treatment is provided, and examination findings are documented (in accordance with [national protocols](#), state standards, and SART/MDT protocols).
2. Acute pediatric medical exams. Promptly gather forensic samples, as the likelihood of obtaining viable specimens diminishes over time. Collect forensic samples within the prescribed jurisdictional time frame (in accordance with [national protocols](#), state standards, and SART/MDT protocols).
3. Reported adult or acute adolescent exams. Sexual assault exams should be treated as emergency cases, with a nominal response time. Cases should not be delayed as this may result in the loss of critical evidence and inflict additional trauma on survivors of sexual assault (in accordance with [national protocols](#), state standards, and SART/MDT protocols adolescents).
4. Unreported adult or acute adolescent exams: See number 3 above.

Initials _____

28. 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 _____

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

Initials _____

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

Initials _____

- 31. 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 _____

- 32. 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 _____

- 33. 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 _____

- 34. 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 _____

- 35. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the

Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

Initials _____

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

Initials _____

37. 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 _____

38. 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 _____

39. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Staff and supervisors must provide a certificate of completion as proof of attendance. Only trainings received since 2017 meet this requirement. CJCC encourages subgrantees to attend a Victim's Compensation 101 training once every two years. Victim's Compensation 101 also may be applied toward training requirements specified by the subgrantee agency's core service requirements.

Initials _____

40. The subgrantee must submit Subgrant Adjustment Request #1 after the agency has

been notified the grant is activated. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

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

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

41. 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 _____

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

Initials _____ **(quarterly basis for PAC-funded offices)**

43. 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 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the “de minimis” indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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

Initials _____

44. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials must contain the following language: *“This project is supported by federal award no. 15POVC-23-GG-00435-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council.”*

Initials _____

45. Under the Government Performance and Results Act (GPRA) and GPRA Modernization Act, subgrantees are required to collect, maintain, and provide data that measure the performance and effectiveness of their grant-funded activities in the time and manner required by CJCC. Accordingly, the subgrantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures.
- a. Statistical data describing project performance from programs providing direct victim services must be submitted to CJCC using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to CJCC October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.
 - b. The annual Outcome Performance Measures (OPM) report describing program outcomes reflecting changes regarding clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective program types on their client surveys. Programs are required to follow CJCC's Data Collection Guidelines and report via the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs and outcomes may not match since outcomes are collected from clients after a substantial completion of services. The performance report is due October 30th.

Initials _____

46. 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 _____

47. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY23 grant period.

Initials _____

48. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY23 grant period.

Initials _____

49. 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 _____

50. 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 _____

51. 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 _____

52. 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 _____

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

Initials _____

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

Initials _____

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

Initials _____

- 56. 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 _____

- 57. 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 _____

- 58. The subgrantee agrees to execute the agency's award within 45 days of receipt. Subgrantees who do not activate their awards within the specified timeframe may be immediately classified as high-risk agencies. Furthermore, the subgrantee agrees to comply with any additional requirements that may be imposed during the grant

performance period if CJCC determines that the subgrantee is a high-risk agency due to inactivity or results of any other risk assessment performed by CJCC per 28 C.F.R. parts 66, 70.

Initials _____

59. The subgrantee agrees that at least 25% of the awarded funds will be expended by the end of each quarter. If this condition is not met quarterly or adequate justification upon request cannot be provided, CJCC may deobligate the remaining funds from each respective quarter.

Initials _____

60. 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.

Initials _____

61. Employment Verification

1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:
 - a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1) for any position that is or will be funded (in whole or in part) with award funds.
 - b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - i. this award requirement for verification of employment eligibility, and
 - ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment

- eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Staff involved in the hiring process
 - a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
 3. Employment eligibility confirmation with E-Verify
 - a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
 - b. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.
 4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
 5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
 6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Initials _____

62. The subgrantee agrees to submit an updated Board listing along with all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions. The subgrantee agrees to provide a schedule of board meetings for the grant year

inclusive of each meeting's date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

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

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

Initials _____

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

Initials _____

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

Initials _____

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

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

Initials _____

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

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

Initials _____

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

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

Initials _____

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

Initials _____

70. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to

subgrantees that are faith-based or religious organizations.

Initials _____

71. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>

Initials _____

72. Unreasonable restrictions on competition under the award; association with federal government
1. SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by the subgrantee, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
 2. No discrimination, in procurement transactions, against associates of the federal government
 - a. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R.200.319(a) or as specifically authorized by USDOJ.
 3. Rules of construction
 - a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor

(at any tier), subgrantee, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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

Initials _____

73. Compliance with restrictions-law restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards.

The subgrantee must put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Initials _____

74. Subgrantees awarded funds to support services within Family Justice Center models must ensure that funds are utilized to support the approved project.

Initials _____

75. Subgrantees agree to take reasonable steps to provide meaningful access to their programs and activities that are free or reduced cost through the Find Help Georgia virtual community resource hub platform which is designed to make finding and providing help easier! Reasonable steps would include having staff attend a virtual 2-hour workshop that equips staff to claim and update all of its agency’s program listings to ensure its services populate for their coverage area.

In addition, subgrantees will have a designated staff member become a Find Help Certified Navigator by attending one of the virtual 2-hour workshops. Once the staff is certified, the organization's Find Help Georgia listing(s) will feature a badge on all of its claimed program card(s) which elevates their program cards in the analytic search for services within the zip codes for which they provide those services.

Lastly, the subgrantee will link Find Help Georgia to its agency’s website for clients to easily access the virtual community resource hub for simple searching and navigating of community resources.

Initials _____

76. Georgia is pleased to announce the launch of Victim Information and Notification Everyday (VINE®) and the Georgia VINE Service Provider Directory. As a VOCA recipient, the organization must complete the online application to be included in the directory. The online application can be found at <https://info.vinelink.com/Georgia-vine>. Please read the following criteria and guidelines before submitting your agency’s information for review: The agency/organization must provide services in Georgia, regardless of where the agency is located. Services include emergency support, basic needs, counseling, healthcare, legal/financial support, and children’s services. Agencies/organizations will be responsible for updating and maintaining their own information. Failure to update annually will be grounds for removal from the directory. Information is reviewed and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials _____

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

Authorized Official Signature

Date

Print Authorized Official Name

Title

Signature of District Attorney or Solicitor-General

Date

Printed Name of District Attorney or Solicitor-General

Title

Additional Requirements

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

The County's UEI # is _____

Initials: _____

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

Initials: _____

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

Initials: _____

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

Initials: _____

- 5. The Funded Office understands and agrees that funds under this award are to be used for Personnel only.

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 Authorized Official Date

Printed Name of Authorized Official Title

Signature of District Attorney or Solicitor-General Date

Printed Name of District Attorney or Solicitor-General Title

New or Updated Special Conditions

Federal Fiscal Year 2024-2025

1. **Special Condition #43** refers to our indirect cost increasing from 10% to 15%.
2. **Special Condition # 76** is new and indicates that subgrantees must complete the online application to be included in the Georgia VINE Service Provider Directory. The online application can be found at <https://info.vinelink.com/Georgia-vine>. Please read the following criteria and guidelines before submitting your agency's information for review: The agency/organization must provide services in Georgia, regardless of where the agency is located. Services include emergency support, basic needs, counseling, healthcare, legal/financial support, and children's services. Agencies/organizations will be responsible for updating and maintaining their own information. Failure to update annually will be grounds for removal from the directory. Information is reviewed and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval for Fayette County Fire and Emergency Services to accept the FY2025 Trauma Equipment Reimbursement Grant from the Georgia Trauma Commission in the amount of \$10,679.90.

Background/History/Details:

Georgia Trauma Commission annually disperses EMS Trauma Equipment Grants collected from Super Speeder Fines: 80% of the funds go to hospitals in Georgia. The other 20% goes to Georgia 911 EMS Services based on the number of ambulances in the 911 service. 20% of the total fines are divided by the total number of 911 ambulances licensed in the State to determine the amount per ambulance, then disperse that amount times the number of ambulances we have in our agency.

This year Fayette County Emergency Medical Services received \$10,679.90. This is a reimbursement grant for specifically listed trauma and medical equipment used by our service.

What action are you seeking from the Board of Commissioners?

Approval for Fayette County Fire and Emergency Services to accept the FY2025 Trauma Equipment Reimbursement Grant from the Georgia Trauma Commission in the amount of \$10,679.90.

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:



December 2, 2024

Notice of FY 2025 Grant Awards for EMS Trauma-Related Equipment

The Georgia Trauma Commission (GTC) is pleased to offer an FY 2025 grant opportunity to purchase trauma-related equipment for 911-response peak ambulances. The GTC EMS Committee has allocated \$1,648,265.17 for this grant.

The Georgia Trauma Commission will use the FY 2024 reported peak numbers for this grant cycle. The total peak vehicle count for FY 2024 is 926, providing up to \$1,779.98 per peak-demand staffed ambulance (**ATTACHMENT A**). You may update your peak ambulance number for next year's grant cycle, FY 2026, in your application. Reported peak numbers will be reviewed and may be subject to further inquiry.

Please submit grant applications by using the following link:

<https://app.smartsheet.com/b/form/3d71f62afe1a4aa4b5eb0c2e515a2988>

You will be asked to upload your notarized equipment list affidavit (**ATTACHMENT B**) within the electronic application. Please complete your application on or before January 31, 2025. Late applications will be returned to the sender. PDF applications are available upon request.

Grant funds must be used to purchase equipment on one or more of the following lists (**ATTACHMENT C**):

1. GTC EMS Committee-approved list
 2. Georgia DPH OEMST ground ambulance vehicle inspection form (v2.00 08/01/2022)
 3. 2020 Joint Position Statement
- If you wish to purchase trauma-related equipment not listed in any of the lists above, you may submit a special equipment request form by December 20, 2024, for EMS Committee review by using the following link:
<https://app.smartsheet.com/b/form/a38e668d88f44320b358a72065b16971>

Approved grant applications will be processed for payment within 45 days of receipt. We will keep you informed about the status of your application throughout the grant cycle.

We look forward to serving the EMS community with this grant award opportunity. If you have any questions, please contact the GTC office at gtcbusinessops@gtc.ga.gov or 706-841-2800.

Sincerely,

Elizabeth Atkins

Elizabeth V. Atkins, MSN, RN, TCRN
Executive Director, Georgia Trauma Care Network Commission

Important Dates

December 2, 2024	GTC EMS grant application opens for all qualifying Georgia agencies
December 20, 2024	GTC deadline for special equipment purchase requests
January 31, 2025	GTC EMS grant application closes



GEORGIA TR COMMISS

FY 2025 EMS Trauma-Related Equipmen **Approved Funding Distribution**

The Georgia Trauma Commission will use the FY 2024 reported peak numbers:

REGION	AGENCY	COUNTY
1	Adventist Health	Murray
1	Ambucare, LLC	Haralson
1	Atrium Floyd EMS	Floyd
1	Atrium Floyd EMS	Chattooga
1	Bartow County Fire	Bartow
1	Cherokee County Emergency Services	Cherokee
1	CHI Memorial Hospital EMS	Walker
1	Dade County EMS	Dade
1	Fannin County Fire and EMS	Fannin
1	Gilmer County Fire and EMS	Gilmer
1	Gordon County Ambulance-Adventist	Gordon
1	Hamilton EMS	Whitfield
1	Metro Atlanta	Paulding
1	Metro Atlanta	Bartow
1	Pickens County EMS	Pickens
1	Puckett EMS	Catoosa
1	Redmond Regional EMS	Polk
1	Redmond Regional EMS	Floyd
2	Banks County Fire and EMS	Banks
2	Central Emergency Med Services Inc	Forsyth
2	Dawson County Emergency Services	Dawson
2	Franklin County EMS	Franklin
2	Habersham County EMS	Habersham
2	Hall County Fire Services	Hall
2	Hart County EMS	Hart
2	Lumpkin County Emergency Services	Lumpkin
2	Rabun County EMS	Rabun

2	Stephens County Emergency Medical Services	Stephens
2	Towns County EMS	Towns
2	Union General Ambulance Service, Inc	Union
2	White County Northeast Georgia Physicians Group, INC	White
3	American Medical Response	Fulton
3	American Medical Response	Dekalb
3	Atlanta Fire Rescue Department	Fulton
3	Central Emergency Med Services Inc	Newton
3	City of Forest Park Fire EMS	Clayton
3	City of Hapeville	Fulton
3	City of Morrow Fire and EMS	Clayton
3	Clayton County Fire and Emergency Services	Clayton
3	Dekalb County Fire	Dekalb
3	Douglas County Fire and EMS	Douglas
3	Grady EMS	Fulton
3	Gwinnett County Fire/EMS	Gwinnett
3	Metro Atlanta	Cobb
3	National EMS	Rockdale
3	Puckett EMS	Cobb
4	American Medical Response	Troup
4	AmeriPro EMS	Upson
4	AmeriPro EMS	Pike
4	AmeriPro EMS	Lamar
4	Butts County Fire Department	Butts
4	Coweta County EMS	Coweta
4	Fayette County Department of Fire Services & Emergency Servi	Fayette
4	Heard County Emergency Services	Heard
4	Henry County Fire Rescue	Henry
4	Meriwether County EMS	Meriwether
4	Peachtree City Fire Department	Fayette
4	Spalding Regional Medical Center EMS	Spalding
4	West Georgia Ambulance Service	Carroll
4	West Point Fire Department	Troup
5	Atrium Health Navicent EMS	Twiggs
5	Atrium Health Navicent EMS	Treutlen
5	Atrium Health Navicent EMS	Bibb
5	Atrium Health Navicent EMS	Baldwin
5	Atrium Helath Navicent EMS	Jones
5	Community Ambulance MGAS Holdings, INC	Crawford
5	Community Ambulance MGAS Holdings, INC	Bibb
5	Dodge County EMS	Dodge
5	Hancock County EMS	Hancock
5	Heartland EMS	Wilkinson
5	Heartland EMS	Pulaski

5	Heartland EMS	Bleckley
5	Houston County EMS	Houston
5	Jasper County EMS	Jasper
5	Johnson County EMS	Johnson
5	Laurens County EMS	Laurens
5	Monroe County EMS	Monroe
5	Montgomery-Toombs-Montgomery EMS	Montgomery
5	Peach County	Peach
5	Putnam County EMS	Putnam
5	Telfair County EMS	Telfair
5	Washington County EMS	Washington
5	Wheeler County Ambulance Service	Wheeler
5	Wilcox County EMS	Wilcox
6	Burke County EMA	Burke
6	Central Emergency Med Services Inc	Richmond
6	Emanuel County EMS	Emanuel
6	Gold Cross EMS, INC	Jefferson
6	Gold Cross EMS, INC	Columbia
6	Jenkins County Ambulance Service	Jenkins
6	Lincoln County OES	Lincoln
6	McDuffie County EMS	McDuffie
6	Screven County EMS	Screven
6	Warren County EMS	Warren
6	Wilkes County EMS	Wilkes
7	AmeriPro EMS	Randolph
7	AmeriPro EMS	Quitman
7	AmeriPro EMS	Clay
7	Columbus Fire and Emergency Medical Services	Muscogee
7	Community Ambulance MGAS Holdings, INC	Muscogee
7	EMS Care Ambulance	Muscogee
7	Harris County EMS	Harris
7	Macon County EMS	Macon
7	Marion County EMS	Marion
7	Schley County EMS	Schley
7	Stewart County EMS	Stewart
7	Talbot County EMS	Talbot
7	Taylor County EMS	Taylor
7	Unified Government of Cusseta-Chattahoochee County EMS	Chattahoochee
7	Webster County Fire/EMS	Webster
8	AmeriPro EMS	Mitchell
8	AmeriPro EMS	Ben Hill
8	Berrien County EMS	Berrien
8	Calhoun County EMS	Calhoun
8	Colquitt County EMS	Colquitt

8	Crisp County EMS	Crisp
8	Dooly County EMS	Dooly
8	Dougherty County EMS	Dougherty
8	Early Medical Center EMS	Early
8	Gold Star EMS	Sumter
8	Gold Star EMS	Cook
8	Grady County EMS	Grady
8	Irwin County EMS	Irwin
8	Lee County EMS	Lee
8	South Georgia Medical Center	Lowndes
8	South Georgia Medical Center	Lanier
8	South Georgia Medical Center	Brooks
8	Survival Flight EMS	Seminole
8	Survival Flight EMS	Miller
8	Survival Flight EMS	Decatur
8	Survival Flight EMS	Baker
8	Terrell County EMS	Terrell
8	Thomas County EMS	Thomas
8	Tift County Fire and Rescue	Tift
8	Turner County EMS	Turner
8	Worth County EMS	Worth
9	Alma Bacon County EMS	Bacon
9	Appling County EMS Appling Healthcare System	Appling
9	Atkinson County EMS	Atkinson
9	Brantley County EMS	Brantley
9	Bryan County EMS	Bryan
9	Bulloch County EMS	Bulloch
9	Camden County EMS	Camden
9	Candler County EMS	Candler
9	Charlton County EMS	Charlton
9	Coffee Regional Medical Center EMS	Coffee
9	Effingham County EMS	Effingham
9	Evans County EMS	Evans
9	Excelsior Ambulance	Long
9	Glynn County Fire	Glynn
9	Gold Star EMS	Clinch
9	Jeff Davis County EMS	Jeff Davis
9	Jekyll Island Fire/EMS	Glynn
9	Liberty County EMS	Liberty
9	McIntosh County EMS	McIntosh
9	Mercy Ambulance	Chatham
9	Pierce County EMS	Pierce
9	Tattnall County EMS	Tattnall
9	Toombs-Toombs-Montgomery EMS	Toombs

9	Ware County EMS	Ware
9	Wayne County EMS	Wayne
10	Barrow County Fire and EMS	Barrow
10	Elbert County EMS	Elbert
10	Greene County EMS	Greene
10	Jackson County EMS	Jackson
10	Madison County EMS	Madison
10	National EMS	Oconee
10	National EMS	Morgan
10	National EMS	Clarke
10	Oglethorpe County EMS	Oglethorpe
10	Walton County EMS	Walton

TRAUMA ION

Grant

for this grant cycle.

PEAK COUNT	ALLOCATION
4	\$7,119.94
4	\$7,119.94
11	\$19,579.82
5	\$8,899.92
2	\$3,559.97
17	\$30,259.73
5	\$8,899.92
2	\$3,559.97
5	\$8,899.92
4	\$7,119.94
5	\$8,899.92
10	\$17,799.84
10	\$17,799.84
10	\$17,799.84
4	\$7,119.94
5	\$8,899.92
6	\$10,679.90
4	\$7,119.94
4	\$7,119.94
10	\$17,799.84
4	\$7,119.94
4	\$7,119.94
6	\$10,679.90
16	\$28,479.74
5	\$8,899.92
4	\$7,119.94
3	\$5,339.95

3	\$5,339.95
3	\$5,339.95
4	\$7,119.94
4	\$7,119.94
20	\$35,599.68
41	\$72,979.34
5	\$8,899.92
5	\$8,899.92
3	\$5,339.95
2	\$3,559.97
2	\$3,559.97
14	\$24,919.78
5	\$8,899.92
7	\$12,459.89
55	\$97,899.12
33	\$58,739.47
25	\$44,499.60
8	\$14,239.87
19	\$33,819.70
6	\$10,679.90
4	\$7,119.94
2	\$3,559.97
2	\$3,559.97
4	\$7,119.94
9	\$16,019.86
6	\$10,679.90
3	\$5,339.95
14	\$24,919.78
4	\$7,119.94
6	\$10,679.90
6	\$10,679.90
6	\$10,679.90
1	\$1,779.98
1	\$1,779.98
1	\$1,779.98
11	\$19,579.82
4	\$7,119.94
1	\$1,779.98
1	\$1,779.98
9	\$16,019.86
4	\$7,119.94
2	\$3,559.97
1.5	\$2,669.98
1.5	\$2,669.98

2	\$3,559.97
10	\$17,799.84
2	\$3,559.97
2	\$3,559.97
5	\$8,899.92
4	\$7,119.94
1	\$1,779.98
3	\$5,339.95
3	\$5,339.95
2	\$3,559.97
3	\$5,339.95
1	\$1,779.98
2	\$3,559.97
12	\$21,359.81
15	\$26,699.76
3	\$5,339.95
2	\$3,559.97
7	\$12,459.89
2	\$3,559.97
2	\$3,559.97
4	\$7,119.94
4	\$7,119.94
1	\$1,779.98
2	\$3,559.97
2	\$3,559.97
1	\$1,779.98
1	\$1,779.98
6	\$10,679.90
5	\$8,899.92
5	\$8,899.92
4	\$7,119.94
2	\$3,559.97
2	\$3,559.97
1	\$1,779.98
2	\$3,559.97
2	\$3,559.97
2	\$3,559.97
1	\$1,779.98
1	\$1,779.98
3	\$5,339.95
3	\$5,339.95
2	\$3,559.97
1	\$1,779.98
3	\$5,339.95

3	\$5,339.95
2	\$3,559.97
7	\$12,459.89
2	\$3,559.97
3	\$5,339.95
3	\$5,339.95
3	\$5,339.95
2	\$3,559.97
5	\$8,899.92
10	\$17,799.84
2	\$3,559.97
2	\$3,559.97
2	\$3,559.97
2	\$3,559.97
3	\$5,339.95
1	\$1,779.98
3	\$5,339.95
7	\$12,459.89
4	\$7,119.94
4	\$7,119.94
4	\$7,119.94
3	\$5,339.95
4	\$7,119.94
1	\$1,779.98
3	\$5,339.95
7	\$12,459.89
6	\$10,679.90
6	\$10,679.90
2	\$3,559.97
3	\$5,339.95
4	\$7,119.94
5	\$8,899.92
2	\$3,559.97
5	\$8,899.92
7	\$12,459.89
2	\$3,559.97
4	\$7,119.94
1	\$1,779.98
5	\$8,899.92
2	\$3,559.97
30	\$53,399.52
2	\$3,559.97
3	\$5,339.95
3	\$5,339.95

4	\$7,119.94
3	\$5,339.95
6	\$10,679.90
4	\$7,119.94
4	\$7,119.94
8	\$14,239.87
5	\$8,899.92
2	\$3,559.97
2	\$3,559.97
14	\$24,919.78
3	\$5,339.95
7	\$12,459.89

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Fayette County Parks and Recreation Department to accept the Georgia Recreation and Park Association (GRPA) - Hawks Grant in the amount of \$2,380.00.

Background/History/Details:

Georgia Parks and Recreation Association (GRPA) - Hawks provides a grant to help grow awareness in the community at the grass roots level for e-sports as well as to grow the game of basketball.

The funding from the grant will be used to purchase the equipment to start a youth e-sports program for the department. Filters will be set so the youth will have a safe gaming environment.

The requirements for acceptance of the grant are to provide program registration numbers to GRPA. These updated participation numbers will be shared with the Hawks to see the impact that was made in the community for e-sports and for future funding consideration. Along with the statistical numbers, GRPA will be looking for community personal stories showing the Hawks the impact made in the local communities.

What action are you seeking from the Board of Commissioners?

Approval of the Fayette County Parks and Recreation Department to accept the Georgia Recreation and Park Association (GRPA) - Hawks Grant in the amount of \$2,380.00.

If this item requires funding, please describe:

No funding is required for this request.

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 a supplemental grant award for the DUI Accountability Court for Law Enforcement in the amount of \$10,000.

Background/History/Details:

Surveillance officers are an integral part of the DUI program and provide accountability to the program's participants via field visits while building rapport through positive law enforcement interaction. Surveillance officers conduct home checks at least once a month, inspecting the home and the participant's vehicle, and may require a drug screen or breath test during the visit. All visits must be documented in CaseWorx within 48 hours of the visit.

We currently contract one (1) surveillance officer which is partially funded by the annual grant; however, our census has increased since the award. This supplemental grant will allow us to bring on another surveillance officer and increase the number and quality of visits to meet the mandatory minimum visits and increase surveillance on our high risk participants.

There is no match required.

What action are you seeking from the Board of Commissioners?

Approval of a supplemental grant award for the DUI Accountability Court for Law Enforcement, in the amount of \$10,000.

If this item requires funding, please describe:

Funding is available in Accountability Court M&O 21420330-521316-DUI

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:

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Fayette County Board of Commissioners

IMPLEMENTING

FEDERAL FUNDS: \$ 10,000

AGENCY: Fayette County BOC

MATCHING FUNDS: \$ 0

PROJECT NAME: AC - Local Law Enforcement

TOTAL FUNDS: \$ 10,000

SUBGRANT NUMBER: K25-8-004

GRANT PERIOD: 01/01/25-06/30/25

This award is made under the Accountability Courts State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits, and to collaborate with pilot programs to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by December 27, 2024.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



 Jay Neal, Director
 Criminal Justice Coordinating Council

 Signature of Authorized Official Date

Date Executed: 01/01/25

 Typed Name & Title of Authorized Official

58-6000826-001

 Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	01/01/25	9		**	K25-8-004
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	AC - Local Law Enforcement	624.41	\$ 10,000

**LAW ENFORCEMENT OFFICER
FY25 ACCOUNTABILITY
COURT AWARD PACKET**

**INSTRUCTIONS FOR
ACTIVATING YOUR
SUBGRANT AWARD**

This **Accountability Court Sub-grant Award package** consists of six (6) separate documents. These documents include:

1. Sub-grant Award
2. Special Conditions
3. Sub-grant Adjustment Request #1
4. Designation of Grant Officials Form
5. Reimbursement Selection Form
6. SCR Form(formerly vendor management form)

Below are instructions for completing each of these documents.

Document #1: Sub-grant Award

This document constitutes the operative document obligating and reserving State funds for use by the Grantee in executing the project covered by the Sub-grant Award.

In order to execute the document, the Sub-grantee must do the following:

- enter the name of the **Authorized Official (this person must be the chairperson of the county Board of Commissioners or Mayor**
- have the **Authorized Official** sign and date this document; and
- make a copy of the Sub-grant Award for your project file and return the **signed original** to the Criminal Justice Coordinating Council (CJCC).

Document #2: Special Conditions

The Special Conditions are the “strings” attached to the Sub-grant Award. By signing these conditions, the Sub-grantee is agreeing to comply with each requirement imposed upon the Sub-grant by CJCC. In order to execute this document, the Sub-grantee must do the following:

- carefully review each condition listed on this document;
- **have the Project Director initial the space provided after each special condition;**
- indicate the name and title of the **Authorized Official** executing the document;
- have the **Authorized Official** sign and date this document; and

- make a copy of the Special Conditions for your project file and return the **signed original** to CJCC.

Document #3: Sub-grant adjustment request #1

This document is a “turnaround” document and should be utilized to establish the project budget as well as to request any changes to the project throughout the grant year. **In order to activate your sub-grant, this document must be completed.** The Sub-grant Adjustment Request document must be completed (with “**no changes**” indicated in section IV) and **signed by the Authorized Official**. All documents must be returned to CJCC in order for the Award Package to be accepted and the budget approved. Instructions for completing the adjustment request form are as follows:

- enter the date the request is being made;
- indicate the “Nature of Adjustment” then go to the particular section listed (Section I);
- review the amounts by budget category, listed under the column “Current Approved,” as these are the budget amounts currently approved for the project;
- enter any revisions (if none, then enter \$0) in the column “Revisions+/-” (negative adjustments should be denoted by either () or <>);
- add or subtract the revisions from the current approved amounts, then enter the revised amounts in the column “Revised Budget”;
- if any project officials have changed since the application, complete Section III;
- have the appropriate official sign and date the request;
- make a copy of the adjustment request for your project file; and

When CJCC receives this request, it will be reviewed and authorized for further processing. If approved, the requested revisions will be made and the Sub-grantee will be sent the next Sub-grant Adjustment Request form showing the requested revisions

Document #4: Designation of Grant Officials Form

Please complete the Designation of Grant Officials form as explained below.

- **PROJECT DIRECTOR NAME:** Enter the name and applicable data of the **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.
- **FINANCIAL OFFICER:** Enter the name and applicable data of the **Financial Officer**. This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer or comptroller or the Board Treasurer of the non-profit agency.
- **AUTHORIZED OFFICIAL:** Enter the name and applicable data of the **Authorized Official**. This person is the official who is authorized to apply for, accept, decline or cancel the grant for the applicant agency. **This person must be the chairperson of the county Board of Commissioners or Mayor.** All official correspondence regarding the grant award (sub-grant expenditure reports) **must** be signed by the authorized official. Once an award has been made, **the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to the Council.**

***This document acknowledges key officials within your agency related to the funded project. No two officials should be the same person.**

Document #5: Reimbursement Selection Form

This form is used to indicate the frequency of reimbursement requests and how sub-grant payments will be made.

- Check the applicable reimbursement schedule, monthly or quarterly.
- Check the applicable process for receiving reimbursement payments:
 - “Electronic Funds Transfer” box if you prefer to receive payments by direct deposit, complete the requested information, **attach a voided check to the form**, and have the **Authorized Official** sign where indicated.

OR

- Check the “Check” box if you prefer a mailed check, complete the requested information and have the **Authorized Official** sign where indicated.

Document #6: Vendor Management Bank Account Form

This form is used to indicate an addition or change of bank account information. An instruction sheet is included in this award packet.

- vendor information is your agency information.
- complete all applicable fields.
- make a copy of this form for your project file and return the original to CJCC.

***Two Additional documents are required to be submitted if applicable from your court.**

1. Personnel Action Forms/Salary Authorization Letters (for each employee paid with grant funds)
2. All Contracts/MOU'S Between Treatment Providers, Contractors and Transportation Providers (Only if the court applied for transportation funds)

Below are instructions for completing each of these documents.

Document #1: Personnel Action Forms/ Salary Authorization Letter

This form is used to identify any employee of the court that receives any compensation with grant funds (Example, Coordinators and Case Managers).

- There is a sample **Personnel Action Form** located on CJCC's website under the **Forms & Publications** tab. <http://cjcc.georgia.gov/grant-forms-publications>
- A **Personnel Action Form** will need to be filled out for **each employee** that is **paid** under the Grant Award.
- Required information on all Personnel Action Form's include:
 - Employee Name
 - Job Title
 - Salary/Pay Rate
 - Hire Date

Document #2: All Contracts/MOU's between Treatment Providers, Contractors, Transportation Providers

A contract is required between the agency and treatment providers who receive Grant funds.

- The **Contract** between treatment providers, contractors, transportation providers and the agency will detail the **service provided** for the agency
- The **Contract** between the treatment providers, contractors, transportation providers and the agency will detail the **Rate the agency will be charged** for the service provided.



SUPPLIER CHANGE REQUEST FORM INSTRUCTIONS

Agency Vendor Liaisons **MUST** complete all areas indicated (as required) for Agency Liaisons and review the form to ensure the supplier has completed the areas for Supplier Use Only.

New	Select if the supplier has not been approved.
Existing	Select if the supplier is an existing supplier.
Supplier ID Number (REQUIRED)	Enter the Supplier ID Number.

SECTION 1 SUPPLIER IDENTIFICATION

This section **MUST** be completed in its **entirety** by the supplier unless otherwise indicated in the descriptions below.

FIELD	DESCRIPTION
FEI/SSN/TIN (REQUIRED)	Required for all requests. If requesting to change or correct a tax identification number, the supplier must enter their full 9-digit current, new, or correct tax identification number, i.e., SSN/TIN/EIN in this field.
SUPPLIER NAME(REQUIRED)	Required for all requests. If the supplier is requesting to change or correct their name, enter the supplier's current, new, or correct name in this field.
DOING BUSINESS AS (dba)	Enter the supplier's DBA name, if different from the supplier's name. If the supplier is requesting to add/change/correct their DBA name, enter the supplier's new or correct DBA name.
PHYSICAL ADDRESS (REQUIRED)	Required for all requests and must be the address already on record unless the supplier is requesting a change. If the supplier is requesting to add, change, or correct an existing address, enter the new, additional, or correct address in this field. *P O BOXES ARE ONLY PERMITTED AS ADDITIONAL ADDRESSES*
CONTACT EMAIL	Optional for all requests. To add/change/correct a contact email address, enter the new or correct email address in this field and submit the request as an address change request.
PHONE NUMBERS (REQUIRED)	The supplier's primary phone number is required for all requests. Enter the direct number of the authorized business contact person in this field. If requesting to add or change a contact's phone number, submit as an address change request.
DRIVER'S LICENSE #/DL STATE	Optional. FOR INDIVIDUALS ONLY. Information may be requested after initial request.

SECTION 2 BANK ACCOUNT INFORMATION

The supplier **MUST** complete this section in its entirety to receive payments via Automated Clearing House (ACH). ACH payments are required for all **new and reactivating suppliers**. Also, complete this section to add additional bank information or to change existing bank information.

ACTION	DESCRIPTION
I DO NOT WISH TO PROVIDE BANKING INFORMATION	If the supplier elects not to receive their payments via the ACH, the supplier should select this option to receive a paper check.
ADD NEW BANK ACCOUNT	If the supplier is requesting to receive payments via ACH, the supplier MUST select this option.
CHANGE EXISTING BANK ACCOUNT	If the supplier is requesting to change their existing ACH bank information, the supplier MUST select this option. Changing bank information can result in a supplier no longer being able to receive payment via ACH.
ENTER LOC # (Agency Liaison MUST complete when applicable)	When a supplier requests to change existing bank account information, the Agency Liaison MUST enter the Location # where the EXISTING bank information is found in the State's financial system.
REPLACE REMITTANCE ADDRESS AT LOC # WITH ADDR ID # (Agency Liaison MUST complete when applicable)	To change a Location's Remittance Address in TeamWorks if a supplier has multiple addresses, enter the Location # and the new Remittance Addr ID #. Submit as a bank change.
REPLACE INVOICING ADDRESS AT LOC # WITH ADDR ID # (Agency Liaison MUST complete when applicable)	To change a Location's Invoicing Address in TeamWorks if a supplier has multiple addresses, enter the Location # and the new Invoicing Addr ID #. Submit as a bank change.
ROUTING #	Required. MUST be 9-digits.
NEW BANK ACCOUNT #	Required.
LAST FOUR DIGITS OF PREVIOUS BANK ACCOUNT#	Enter the last 4-digits of the bank account number previously provided for payments. Required for Existing Bank Account Changes Only.
GENERAL BANK ACCOUNT	Required, if ALL PAYMENTS from ALL AGENCIES should be deposited to the bank account provided.
SPECIFIC PURPOSE/DESCRIPTION	Required, if SPECIFIC PAYMENTS are expected from a SPECIFIC AGENCY designated for a SPECIFIC PURPOSE such as grants, operating accts, Pre-K, etc.
PYMT REMIT EMAIL	Optional, but RECOMMENDED to receive notification of payment(s) processed. Enter the email address where to receive payment notifications. To add or change a payment remit email address for existing bank information, submit as a bank change request.
PRINTED NAME OF COMPANY OFFICER	Required for banking requests
SIGNATURE OF COMPANY OFFICER	Required for banking requests. Must be the electronic signature embedded in the SCR or an ink signature.
DATE	Required for banking requests. The date cannot be more than 60 days old from the date SAO receives the SCR.

SECTION 3 – DIVERSITY IDENTIFICATION (REQUIRED)

This section **MUST** be completed to properly classify the supplier. There are (3) certifications under this section. Minority businesses must include their Disadvantaged Business Enterprise (DBE) Certification and proof they have registered with Team Georgia Marketplace with all requests.

BUSINESS CERTIFICATIONS	
*GA SMALL BUSINESS	Based on Georgia law (OCGA 50-5-21) (3) "Small business" means any business which is independently owned and operated. Additionally, such business must have either less than 300 employees OR less than \$30 million in gross receipts per year.
** GEORGIA RESIDENT BUSINESS	Based on Georgia law (OCGA 50-5-121) (2) "Georgia resident business" means any business that regularly maintains a place from which business is physically conducted in Georgia for atleast one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.
WOMEN OWNED	Women-owned businesses are not considered minority businesses in the State of Georgia.
MINORITY BUSINESS CERTIFIED	Companies desiring to certify as a "minority business enterprise" or a "minority subcontractor" may do so by first submitting an application for the Disadvantaged Business Enterprise (DBE) Certification to GDOT. Only suppliers who have successfully completed the DBE certification process and registered in Team Georgia Marketplace are listed as a "Certified Minority Business Enterprises".

MINORITY BUSINESS ENTERPRISE (51% OWNERSHIP)	
MINORITY BUSINESS ENTERPRISE	Non-certified companies that are 51% owned by a minority.

VETERAN-OWNED SMALL BUSINESS (Check All That Apply)	
VETERAN-OWNED SMALL BUSINESS	"A Veteran Business Enterprise (VBE) or a Service Disable Veteran Business Enterprise (SDVBE) are state-level designations for small businesses 51% owned and operated by a United States Veteran. A United States Veteran must own or control 100% of the assets of a sole proprietorship, at least 51% of the equity interests in a partnership, at least 51% of the aggregate of all stock outstanding, at least 51% of the membership interests in a limited liability company, 100% of the control of a sole proprietorship, or at least 51% of the control of a general partnership."

SECTION 4 – REQUESTED CHANGE(S)

Select all items that pertain to this request. **If no selection is made, the form will be rejected.**

X – REQUIRED

X – OPTIONAL OR REQUESTED

FIELD	DESCRIPTION	FORMS TO SUBMIT			
		W-9 <small>(the signature date can't be greater than 12 months from the date submitted)</small>	SCR	VOIDED CHECK/ BANK LETTER	PROOF OF ADDRESS
FEI/TIN CHANGE	Select if changing FEIN/TIN. Enter the new number in Section 1 and submit a current updated W9. <i>*If 1099 applicable, the FEI/TIN cannot be changed*</i>	X	X		
SUPPLIER (Business) NAME CHANGE	Select if changing supplier/business name. Enter the new name in Section 1 and submit a current updated W9.	X	X		
1099 ELIGIBILITY STATUS	Select to change a supplier that is NOT currently 1099 eligible to 1099 eligible.				
NON - 1099 APPLICABLE	Select to indicate supplier is not eligible to receive a 1099. Do not select if already receiving a 1099.				
1099 APPLICABLE	Select to change a supplier that is NOT currently 1099 eligible to 1099 eligible status.				
1099 ADDR ID# <small>(Agency Liaison MUST enter the Address ID # where to mail 1099)</small>	Enter the Addr ID # where to mail the Supplier's 1099. Required for 1099 eligible requests.		X		
1099-M/ENTER CODE <small>(Agency Liaison MUST enter code)</small>	Select, if requesting to make a supplier 1099 applicable who will receive a 1099-M (excluding non-employee compensation). Enter the appropriate code in the Code field.				
1099-N/CODE	Select, if requesting to make a supplier 1099 applicable who will receive a 1099-NEC for Non-employee Compensation. '01' is the only valid code the 1099-N.				
REACTIVATE SUPPLIER PROFILE	Select if: 1. requesting to reactivate an inactive supplier profile, OR 2. the supplier was previously denied approval	X	X	X	
DEACTIVATE SUPPLIER PROFILE	Select if requesting to deactivate a supplier profile. Additionally, the supplier MUST provide signed and dated written justification.		X		

SECTION 4 – REQUESTED CHANGE(S) cont’d.

FIELD	DESCRIPTION	FORMS TO SUBMIT			
		W-9 <i>(the signature date can't be greater than 12 months from the date submitted)</i>	SCR	VOIDED CHECK/ BANK LETTER	PROOF OF ADDRESS
ADD ADDITIONAL ADDRESS	Select if adding an <i>additional</i> business address. Enter the additional address in Section 1 of the form.				
CHANGE EXISTING ADDRESS	Select if changing a current business address. Enter as the physical <u>new address</u> in Section 1 of the form.		X		X
ADDRESS ID # TO CHANGE <i>(Agency Liaison MUST complete when applicable)</i>	Required, if the request is to change the supplier's existing address. Agency Liaison <u>must</u> enter the Address ID number found in TeamWorks to change.				
PAYMENT ALT NAME Do not enter the DBA	<i>SUBMIT AS AN ADDRESS REQUEST</i> 1. Complete if payments should have an additional name other than what is indicated in Section 1. 2. If requesting to change the Payment ALT name, enter the <i>new</i> Payment ALT Name.		X		X
HCM Vendor	Required, for an HCM supplier.	X	X	X	X
Statewide Contract (DOAS Use Only)	This option is required for DOAS only. Select, if the supplier is under an SWC or to identify a supplier as an SWC vendor.		X		
OTHER	Select if the requested action is <i>not</i> listed in Section 2. Must provide details in the "Comments" field.	X	X	X	X

SECTION 5 – AGENCY LIAISON CERTIFICATION (AGENCY USE ONLY)

PRINTED NAME OF AGENCY LIAISON	Required.
SIGNATURE OF AGENCY LIAISON	Required. Must be the electronic signature embedded in the SCR or an ink signature.
DATE	Required. The date cannot be more than 60 days old from the date submitted to SAO for processing.
B/U#	Required.

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 application must be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to CJCC.

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: _____

PROJECT TITLE: _____

GRANT NUMBER: _____

- Mr.
- Ms.

PROJECT DIRECTOR NAME (Type or Print) _____

Title and Agency _____

Official Agency Mailing Address _____ City _____ Zip _____

Daytime Telephone Number _____ Fax Number _____

E-Mail Address _____

- Mr.
- Ms.

FINANCIAL OFFICER (Type or Print) _____

Title and Agency _____

Official Agency Mailing Address _____ City _____ Zip _____

Daytime Telephone Number _____ Fax Number _____

E-Mail Address _____

- Mr.
- Ms.

AUTHORIZED OFFICIAL (Type or Print) _____

Title and Agency _____

Official Agency Mailing Address _____ City _____ Zip _____

Daytime Telephone Number _____ Fax Number _____

E-Mail Address _____



SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

 NEW

 EXISTING

SUPPLIER ID NUMBER : *Agency Use Only*

0	0	0	0						
---	---	---	---	--	--	--	--	--	--

SECTION 1: SUPPLIER IDENTIFICATION

FEI/SSN/TIN

Supplier Name:

Doing Business As (dba): *if applicable*

SUPPLIER ADDRESS

Address 1:

Address 2:

City:

State: Postal Code:

Contact Email:

Primary Phone #: Ext: Secondary Phone #: Ext:
 Landline Cell *Used for Identity Verification* Landline Cell *Used for Identity Verification*

Driver's License #: *For individuals only* DL State:

SECTION 2: BANK ACCOUNT INFORMATION

Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

I do not wish to provide banking information and understand all payments made to me will be via check.

Replace Remittance Address at Loc # With Addr ID #

Replace Invoicing Address at Loc # With Addr ID #

Add New Bank Account Change Bank Account Enter Loc # *Agency Liaisons are required to complete items on this line for bank changes*

ROUTING #

NEW ACCOUNT #

Last Four Digits of Previous Bank Account # *For changes only*

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

DESCRIBE SPECIFIC PURPOSE

ACCOUNTS RECEIVABLE NOTIFICATION

PAYMENT REMIT EMAIL ADDRESS 1:

PAYMENT REMIT EMAIL ADDRESS 2:

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

Printed Name of Company Officer _____

Signature of Company Officer _____

Date _____

SECTION 3: DIVERSITY IDENTIFICATION (Check ALL That Apply)

BUSINESS CERTIFICATIONS

- GA Small Business*
- GA Resident Business**
- Not Applicable
- Women Owned
- Minority Business Certified
- Prefer Not to Disclose

MINORITY BUSINESS ENTERPRISE (51% ownership)

- Hispanic – Latino
- Native American
- Pacific Islander
- Prefer Not to Disclose
- African American
- Asian American
- Not Applicable

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

**Georgia resident business is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

VETERAN-OWNED SMALL BUSINESS (Check ALL That Apply)

- Nonveteran-owned Small Business
- Veteran-owned Small Business
- Service Disabled VOSB
- Prefer Not to Disclose

SECTION 4: REQUESTED CHANGE(S) – (Check ALL That Apply)

- FEI/TIN Change (Cannot change if supplier is 1099 applicable)
- Business Name Change
- 1099 Eligible (Cannot change to non-eligible if supplier is already 1099 eligible)

1099 Addr ID # Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099

1099 – M Enter Code (Required for Form 1099 – M)

1099 – N Code 01 (01 is the only code available for the 1099 – NEC)

- Reactivate Supplier Profile
- Deactivate Supplier Profile (Agency Liaison MUST attach written justification from the supplier with the SCR.)
- Add Additional Business Address (Enter additional address in Section 1)
- Change Existing Business Address Enter Addr ID # to change: (Agency Liaisons are required to enter Addr ID # to change)
- Change/Add Payment Alt Name to an existing address (if payable to a different name).

Payment Alt Name:

- Classification Change: (Agency Liaisons are required to check one for Classification Changes.)
 - Attorney
 - Gov Non-State of GA
 - HCM
 - Non-Supplier
 - Student
 - Supplier Minority
 - Supplier Non-minority

- Statewide Contract (DOAS Use Only)
- HCM Vendor
- Other (Provided details in the Comments section below)
- Comments

AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

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

AGENCY LIAISON NAME	AGENCY LIAISON SIGNATURE	DATE	B/U#

CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia
FY'24 Accountability Courts - Law Enforcement Officer Grant

SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded law enforcement agency must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
Initials _____
2. The subgrantee certifies that no funds will be used to for actives unrelated to the accountability court(s).
Initials _____
3. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
Initials _____
4. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the Subgrant period.
Initials _____
5. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this Subgrant award must be expended by the grant end date and not encumbered.
Initials _____
6. The subgrantee agrees that at least 50% of the awarded funds will be spent in the third quarter of the state fiscal year, the remaining 50% in the fourth quarter of the state fiscal year. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.
Initials _____
7. This is a reimbursement grant. Requests for reimbursement must be made on a monthly basis. Subgrant Expenditure Reports are due 15 days after the end of the month.
Initials _____
8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State 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-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.
Initials _____
9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis by the accountability court using the prescribed format. The subgrantee agrees to assist the accountability court(s) with the collection of law enforcement related data as determined by the Georgia Accountability Courts Data Collection Manual.
Initials _____

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this Subgrant 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, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials _____

11. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges.

Initials _____

12. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the CACJ Funding Committee that the award be rescinded.

Initials _____

13. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.

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 Criminal Justice Coordinating Council.

Authorized Official Signature

Date

Print Authorized Official Name

Title

CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia
FY'25 Accountability Courts - Law Enforcement Officer Grant
SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded law enforcement agency must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
Initials _____
2. The subgrantee certifies that no funds will be used to for actives unrelated to the accountability court(s).
Initials _____
3. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
Initials _____
4. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the Subgrant period.
Initials _____
5. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this Subgrant award must be expended by the grant end date and not encumbered.
Initials _____
6. The subgrantee agrees that at least 50% of the awarded funds will be spent in the third quarter of the state fiscal year, the remaining 50% in the fourth quarter of the state fiscal year. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.
Initials _____
7. This is a reimbursement grant. Requests for reimbursement must be made on a monthly basis. Subgrant Expenditure Reports are due 15 days after the end of the month.
Initials _____
8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State 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-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.
Initials _____
9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis by the accountability court using the prescribed format. The subgrantee agrees to assist the accountability court(s) with the collection of law enforcement related data as determined by the Georgia Accountability Courts Data Collection Manual.
Initials _____

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this Subgrant 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, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials _____

11. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges.

Initials _____

12. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the CACJ Funding Committee that the award be rescinded.

Initials _____

13. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.

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 Criminal Justice Coordinating Council.

Authorized Official Signature

Date

Print Authorized Official Name

Title

FY25 Law Enforcement Award

Court Name: Fayette County DUI/Drug Court

Budget Worksheet Category	Line Item	Total Awarded
Personnel	Law Enforcement 10,000.00	\$10,000
Contract Services		\$0
Drug Testing Supplies		\$0
Supplies /Other Costs		\$0
Equipment		\$0
In State Training and Travel		
Transportation Funding		\$0
Total Budget:		\$10,000

Funding Committee Note:
None

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: _____

AGENCY NAME: _____

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

- MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

2. 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.)

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)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

**AGENCY AUTHORIZED
OFFICIAL SIGNATURE:** _____

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
				-					

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are 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 for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, 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 instructions for Part II 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, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, 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 are no longer 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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2. 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

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 U.S. commonwealth or territory, 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 U.S. commonwealth or territory.
- 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 as defined under section 581.
- 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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

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 U.S. commonwealth or territory, 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 Regulations 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 Regulations 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.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at www.SSA.gov. You may also get this form by calling 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/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 item 1, 4, or 5 below indicates 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 line 1 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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, 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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the proposed South Sandy Creek Road Resurfacing Project Agreement between the City of Fayetteville and Fayette County.

Background/History/Details:

City of Fayetteville is requesting 1,110 linear feet of South Sandy Creek Road within Fayetteville to be included with an Unincorporated Fayette County upcoming Resurfacing Project.

Included in this agreement Fayette County will:

- 1.) Procure a contractor
- 2.) Project Management and Inspection
- 3.) Arrange a Contractor to perform asphalt resurfacing per GDOT Specifications

City of Fayetteville will:

- 1.) Reimburse Fayette County for all the costs once the project is completed.

Estimated value of the work is \$81,000.

What action are you seeking from the Board of Commissioners?

Approval of the proposed South Sandy Creek Road Resurfacing Project Agreement between the City of Fayetteville and Fayette County.

If this item requires funding, please describe:

All costs for work that is performed in the City limits of Fayetteville will be reimbursed to the County.

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:

Reimbursed portion of the project \$81k will be funded through T23AA. Increase the revenue and expense budget for the this estimated cost.
This project is an example of City and County relations working together for the mutual benefit of its citizens.

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT

STREET RESURFACING

AN AGREEMENT entered into this ____ day of _____ 2025, by and between FAYETTE COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as the “County”, and the CITY of FAYETTEVILLE, a political subdivision and municipality of the State of Georgia, acting by and through its Mayor and Council, hereinafter referred to as the “City”, to provide for certain street work within the corporate limits of the City.

WITNESSETH:

WHEREAS, the County and the City desire that South Sandy Creek Road be resurfaced within the corporate limits of the City and the County to promote adequate and safe means of transportation; and

WHEREAS, the County and the City desire to coordinate their efforts and work together in the resurfacing of this street within the corporate limits of the City, pursuant to their respective Resolutions.

NOW, THEREFORE, in and for the consideration of the premises and conditions as hereinafter provided, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The County and the City hereby agree to coordinate their efforts, as hereinafter provided, in the resurfacing of the streets that are listed on Attachment A to this Agreement known as Special Stipulations. Said Special Stipulations are hereby adopted into this Agreement by this reference hereto.

2.

COUNTY RESPONSIBILITIES

The County agrees to provide the procurement and project management, which it has available, for the resurfacing of South Sandy Creek Road which have been identified on the Special Stipulations attachment. Any additional County Responsibilities not listed in this paragraph may be contained on the Special Stipulations attachment.

3.

CITY RESPONSIBILITIES

The City shall reimburse the County for actual materials used and billed by the Contractor.

4.

INDEMNIFICATION

To the fullest extent permitted by law, the City agrees to hereby and does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to attorney's fees, incurred or suffered by the County that arise out of, or result from, the performance of the Work, which are not incurred or suffered due to the negligence of the County.

5.

CITY STREETS

The County and the City agree that streets listed on the Special Stipulations attachment are in the city limits of the City, are part of the street system of the City and as such shall be completely and solely within the City's jurisdiction and control. The resurfacing of the streets listed on the Special Stipulations attachment is at the direction of the City and the County assumes no interest in the title of said street. In no manner shall the streets listed on the Special Stipulations attachment be deemed a County Street. Unless otherwise agreed, the maintenance and repair of said streets shall be the sole responsibility of the City.

6.

SECURING WORK SITE

The City agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the Contractor, County, its agents or employees, at the close of each working day.

7.

RIGHTS OF THE PROPERTY

The City warrants that it owns or has rights to resurface the aforementioned streets listed on the Special Stipulations attachment and further warrants that said work will not violate any restrictions, covenants, local or state law.

STARTING AND COMPLETION DATES

The County agrees to begin work on the project as soon as scheduled work permits, and to complete said project in a timely manner subject to inclement weather, existing obligations, and

circumstances beyond control of the County, in which event the County shall commence or complete the project as soon as it may practicably do so.

9.

ADDITIONAL TERMS AND CONDITIONS

Any additional terms and conditions which may exist between the parties may be found on the Special Stipulations attachment. To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in the Special Stipulations attachment, the parties agree that any terms and conditions in the Special Stipulation attachment supersede any terms and conditions within this Agreement.

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]

FAYETTE COUNTY, GEORGIA

BY: _____
CHAIRMAN

ATTEST: _____ (Seal)
COUNTY CLERK

CITY OF FAYETTEVILLE

BY: _____
MAYOR

ATTEST: _____ (Seal)
CITY CLERK

Attachment A
SPECIAL STIPULATIONS

Streets to be resurfaced:	Miles:
South Sandy Creek Road County Limits to County Limits	0.21

Total South Sandy Creek Road Resurfacing - \$301,000

Estimated Fayetteville Portion - \$81,000

Consent #8

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

MINUTES

December 12, 2024

2:00 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 December 12, 2024 Board of Commissioners meeting to order at 2:00 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 in the Pledge of Allegiance

Acceptance of Agenda

Commissioner Charles Oddo moved to accept the agenda. Vice Chairman Edward Gibbons seconded. The motion passed 5-0

PROCLAMATION/RECOGNITION:

1. Recognition of Fayette County 4-Hers who earned top honors at the Cotton Boll Consumer Judging Competition.

4-H & Youth Development Agent, Cara Rhoad, recognized and congratulated Fayette County 4-H'ers who earned top honors at the Cotton Boll Consumer Judging Competition. She explained that the Cotton Boll Consumer Judging Competition (CBCJ) program equipped young people with valuable knowledge and skills, including understanding the importance of cotton in agriculture, promoting cotton in local communities, making informed consumer choices, and developing critical thinking and problem-solving abilities. The team, comprised of first-time competitors, made a significant impact, earning top honors. Gideon tied for 1st place in Cloverleaf High individual competition, Christian tied for 2nd place in the Junior High individual competition, and Cameron tied for 6th place in the Senior High individual competition.

2. Update from Judge Jason Thompson regarding the Accountability Court and the strategic planning efforts for Fiscal Year (FY)2025 and FY2026.

Chairman Hearn stated that Judge Thompson reached out and advised that he would not be available to attend the meeting but sent State Court representatives to provide the update.

Accountability Court Coordinator, Jourdan Crawford, provided the Board a brief Accountability Court update and overview. Ms. Crawford highlighted both the DUI/Drug Court and Veterans Treatment Court programs, the treatment plans and requirements,

and program goals. Brian noted several events and activities the Accountability Courts participated in, including the annual Kickball game, Senior "Citizen" Prom, and highlighted that participants hosted a holiday giveback. Participants gathered essential items for members of the community, specifically victims of domestic violence. He stated that Accountability Court staff attended the annual Council of Accountability Court Judges (CACJ) Conference in Athens, where they received training. They concluded thanking the Board for their support.

Commissioner Rousseau asked how many slots were available for participants of Veterans Court.

Brian stated that there was not a limit on the number of available Veterans Court slots, however, participants have to meet eligibility requirements before being approved for enrollment.

Commissioner Rousseau asked if there had been any statistics on the effectiveness of the Veterans Court program as it related to mental health, particularly suicide prevention.

Brian stated that as a retired veteran he took special interest in this program and the success of its participants and noted that the recidivism rate of the graduates of program was one of the lowest in the state of Georgia. He added that there had been zero suicides or suicidal tendencies from those that graduated the program based on the information that was being tracked.

PUBLIC HEARING:

Planning and Zoning Director Deborah Bell read the Introduction to Public Hearings.

3. Consideration of Petition No. RDP-020-24, Jerry Gable, Owner, and Christine Flanigan, Agent, request to Revise the Development Plan for The Woodlands subdivision to remove the undeveloped acreage from the subdivision; property located in Land Lots 73 and 88 of the 5th District and fronts on South Jeff Davis Drive and Dixon Circle.

Ms. Bell stated that this request was to revise the Development Plan for the Woodlands subdivision to remove the undeveloped acreage from the subdivision. She explained that the lot was a legal lot of record and met or exceeded the requirements of the R-45 zoning district. It was currently zoned R-45 Conditional; any conditions of zoning applicable to this parcel would be addressed at a later date. Ms. Bell stated that the Woodlands subdivision was developed in phases between 1988 and 2006. Phase VII was the last phase to be built and platted. Tract D, which was the subject of this request, contains 28.45 acres. It was the last piece of the original development plan, but no infrastructure was ever installed. Staff noted that frontage on Dixon Circle was limited, and no subdivision of this parcel would be approved unless the required road frontage was provided by the developer of the parcel. On November 7, 2024, the Planning Commission recommended approval of the request because this area remains undeveloped, and the parcel was not embedded within the interior of the subdivision but has independent road access. Staff also recommended approval of the revised Development Plan.

Christine Flanigan, petitioner representative, stated that this request stemmed from the desire of the property owner to sell the property. Prior to doing so, however, they needed the property to be unified. She continued that a rezoning application would be forth coming in the upcoming month.

Michael Jorgensen of Fayetteville expressed his concerns as a Woodlands subdivision resident. He stated that he was not in opposition of the request but was concerned about what would happen once the property was sold, particularly regarding the lake. He noted that the lake was privately owned by 19 residents on the Woodland subdivision side. They have been maintaining it including fish stocking, algae control, etc. since 1988 and worked well with the current owner. However, if sold he wanted to know how a good relationship could be maintained. He also expressed concern about the standard of housing that would be allowed to be built on the property once sold, because this would have a direct impact on Woodland subdivision residents' property value.

Vice Chairman Gibbons moved to approve Petition No. RDP-020-24, Jerry Gable, Owner, and Christine Flanigan, Agent, request to Revise the Development Plan for The Woodlands subdivision to remove the undeveloped acreage from the subdivision;

property located in Land Lots 73 and 88 of the 5th District and fronts on South Jeff Davis Drive and Dixon Circle. Commissioner Oddo seconded. The motion passed 5-0.

4. Consideration of Petition No. 1357-24, G. Richard Moore, Judith Moore, Elizabeth Anne Moore, Jeanette Isabelle Frei, and Patricia Louise Moore, Trustees of the Moore Living Trust, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members; property located in Land Lot 254 of the 13th District and fronts on Kite Lake Road.

Ms. Bell stated that this request was to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members. The property was a legal lot of record in the R-40 zoning district. The family owned two (2) larger parcels (#1302 046 and #1302 051) that were already zoned A-R. The larger parcels were originally planned to be a residential subdivision, so they do not have the appropriate road frontage. By rezoning this 3.65-acre parcel, they would be able to reconfigure the existing parcels to provide the necessary road frontage. Ms. Bell stated that there was also a guest house on one parcel that was modified and exceeded the maximum allowable square footage for guest houses. The proposed reconfiguration would provide a separate parcel for this structure, thereby bringing it into compliance. No additional parcels would be created at this time. She noted that as defined in the Fayette County Comp Plan, low density residential (1 Unit/1 Acre) was designated for the area, so the request for A-R zoning was appropriate as it was a less intensive use. Both staff and the Planning Commission recommended conditional approval of the request for a zoning of A-R, Agricultural-Residential District, subject to the following condition: 1. The recombination plat for parcels 1302-051, 1302-046 and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.

No one spoke in favor or opposition.

Commissioner Rousseau asked the applicant if he accepted the condition as outlined.

George Richard Moore agreed to the condition as described.

Commissioner Rousseau moved to approve Petition No. 1357-24, G. Richard Moore, Judith Moore, Elizabeth Anne Moore, Jeanette Isabelle Frei, and Patricia Louise Moore, Trustees of the Moore Living Trust, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members; property located in Land Lot 254 of the 13th District and fronts on Kite Lake Road, with outlined condition. Vice Chairman Gibbons seconded. The motion passed 5-0.

5. Consideration of Petition No. 1358-24-A, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 2.242 acres from A-R to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North.

Ms. Bell advised that items #5 & #6 were related but involved two separate parcels and would be voted on separately. She stated that this request was to rezone 2.242 acres from A-R to M-1, for the purpose of developing a commerce and industry complex with small buildings ranging in size from approximately 12,000 sq. ft. to 20,000 sq. ft. and a distribution warehouse of approximately 260,000 sq. ft. to the rear of the property. She noted that this request was a joint rezoning application with an adjacent 55.066-acre tract, under Petition No. 1358-24-B. She noted that the two parcels that are the subject of these requests would result in a total project of approximately 57 acres. Ms. Bell stated that as defined in the Fayette County Comprehensive Plan, Commercial was designated for this area, so the request for M-1 zoning was not appropriate. Both staff and the Planning Commission recommended denial of the request. However, if the request was approved, staff recommended the following conditions: 1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first. Ms. Bell provided the Board with visuals of the subject property including topography and aerial maps.

Steven L. Jones with Taylor English Duma LLC stated that these were two related rezoning applications for a commerce industry center. He noted that the property was in a "commercial/industrial" corridor. Mr. Jones stated that the Comp Plan designated that this property and this corridor was right for industrial, commercial and other non-residential development. He noted that there had

been precedential rezoning when the Board approved a similar M-1 rezoning request about two years prior, consistent with the outlined subset of the Comprehensive Plan. He stated that the proposal was to develop a commerce and industry complex under the M-1 zoning. He stated that they had extensive discussions with the economic development sector of the county and there were no manufacturing facilities in the county for industries that would want to locate to Fayette County. He highlighted that the commerce complex would house a variety of buildings ranging in sizes from about 9,000 sq. ft. to over 200,000 sq. ft. allowing the property to accommodate any potential user that may want to relocate here. The larger building would be designed to be subdivided to accommodate a wide range of businesses. In reviewing the current zoning map Mr. Jones stated that there was developing trend or push in this corridor towards M-1 zoning, although there was C-H zoning consistent with the zoning presently applied to the property along the State Route 85 corridor but the uses trend more toward industrial uses as opposed to commercial uses. Mr. Jones highlighted the Comp Plan as noted on page GC-11, -21, explained that State Route 85 North of Fayetteville was designated as a nonresidential corridor area. It further stated that *“this area extends from the city limits of Fayetteville north to the county line. It provides an area where a variety of nonresidential uses including commercial, office, and light industrial are appropriate. The area contains opportunity for infill, redevelopment and new development. In this area, the Comp. Plan anticipated “a large amount of nonresidential development (office, commercial and industrial) on both sides of [the] roadway.” (p. GC-11); and Applicable zoning districts . . . Include M-1, Light Industrial.” (p. GC-11).* As previously mentioned, Mr. Jones noted the precedential rezoning approval of Petition No. 1319-22, which was a similar M-1 rezoning request although a smaller acreage footprint. Mr. Jones provided an overview of current businesses and industries along the State Route 85 corridor and highlighted some of the permitted uses allowed in the M-1 zoning which included

- Light manufacturing, including
 - Electronic device assembly
 - Assembly of products from previously prepared materials
 - Bottling and/or canning plant
 - Ceramic products
 - Light sheet metal products
 - Manufacturing of food, cosmetics and pharmaceutical products
 - Machine/welding shop
 - Other manufacturing, processing, packaging or handling of similar nature (not noxious uses)
 - Production and/or sales of commercial/industrial hardware
- Medical laboratory
- Restaurant supply
- TV/movie/media production
- Blueprinting and/or graphics services
- Building construction/contracting and related activities
- Cabinet manufacturing, sales, repair, and/or installation
- Grading service
- Land development firms
- Landscaping service

Mr. Jones stating that the proposed larger building on the complex could be used as a data center which was needed and could be a potential use. He concluded stating that he was available to the Board if they had any questions.

No one spoke in favor.

The following citizens/residents made comments in opposition: Julianna Terpstra and Elaine Kilgore

Comments in opposition included concerns regarding wildlife care, stormwater runoff, increased traffic, no desire for data centers, the desire to maintain a residential feel to Fayetteville not becoming too commercialized,

Mr. Jones stating in regard to concerns about stormwater runoff that there was both state law and county ordinance requirements in place that the development would have to adhere to, be it storm water ponds and/or infrastructure. Regarding concerns of residents in the neighboring subdivision, he noted that an undisturbed buffer was required to help maintain the residential subdivision to the south of the proposed property. Previous businesses and industries in the corridor have failed which was what initiated this rezoning request and for these factor, Mr. Jones asked for the Board's favorable approval of the requests.

Commissioner Rousseau moved to deny Petition No. 1358-24-A, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 2.242 acres from A-R to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North. Vice Chairman Gibbons seconded.

Commissioner Oddo stated that one of his concerns was that this would be changing the Land Use Plan from the dais. There was a Land Use Plan review in place where these types of evaluations could be appropriately analyzed. He noted that the area was made up of commercial businesses that had been in place for decades. He stated that he was hesitant and did not want this corridor to end up like Oakley Boulevard in Fairburn, which had become a transportation issue. Commissioner Oddo stated that he was not negating this type of development, however, he did not feel this was the best place to put it.

Commissioner Rousseau stated that this was an excellent presentation and noted that he would love to see something in this corridor because it had been stagnant and there should be some new growth and development in the area. However, this request was inconsistent with the Land Use Plan. The previously mentioned M-1 approval was approved with the intent to maintain a corridor. This approval would expand beyond that. Commissioner Rousseau stated as highlighted by Commissioner Oddo there was a review process in place. He noted that Mr. Logan, who provided comments, participated in the most recent comp review; there were also business community leaders, developers, realtors, and civic agents who had not had the opportunity to review and evaluate this type of approval. He stated that he would love to have this corridor added to the list for the upcoming comprehensive review to garner citizen input to help determine what would be a good fit for the area. He reiterated that he loved the concept that something needed to be done. Commissioner Rousseau stating that he did share environmental concerns as mentioned by residents' comments. He noted that roadway upgrades were planned for the area. These upgrades would include curbing, lighting, potential pathways with construction set to begin in the future. He stated that he agreed with something being done in the area, however, he was not in favor of arbitrarily changing the Land Use Plan without citizen feedback and input.

Commissioner Maxwell stated that his line of thinking was similar to Commissioner Rousseau as it related to that corridor. He noted that he had been in the community for about 52 years and before that in Clayton County and was very familiar with the intersection/corridor. He noted that he had always wanted there to be a distinct and visible difference when you enter Fayetteville from Clayton County. He stated that he assumed that this development would be a "pretty" and a visually appealing complex as you enter the County. Commissioner Maxwell stated that the data center, as mentioned in the presentation, was just a potential option for the type of business permitted under this zoning and would not be anywhere near as large as the current one being built in the middle of the County. Commissioner Maxwell stated that his concern was that sometimes the time to act was "now." He wondered what else could be put in that corridor if not this type of use. He concluded that he did not want to miss an opportunity.

Commissioner Rousseau stated that considering this request was difficult and sometimes timing was a major factor in making a decision. He noted that in his opinion the guiding principle called the Comprehensive Plan provided the Board their responsibility on how to proceed and what outline to follow.

Vice Chairman Gibbons stated that when reviewing this request, the first thing he thought of was Oakley Industrial Boulevard and he did not want another one of those, especially here in Fayette County.

Commissioner Rousseau moved to deny Petition No. 1358-24-A, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 2.242 acres from A-R to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North. Vice Chairman Gibbons seconded. The motion passed 3-2, with Chairman Hearn and Commissioner Maxwell voting in opposition.

6. Consideration of Petition No. 1358-24-B, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 55.066 acres from C-H to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North and Oak Hill Road.

Ms. Bell reiterated that agenda items #5 & #6 were related but involved two separate parcels and would be voted on separately. This request was to rezone 55.066 acres from C-H to M-1, for the purpose of developing a commerce and industry complex. Ms. Bell stated that as defined in the Fayette County Comprehensive Plan, Commercial was designated for this area, so the request for M-1 zoning was not appropriate. Both staff and the Planning Commission recommended denial of the request. However, if the request was approved, staff recommended the following conditions: 1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first. 2. Oak Hill Road is a County Local Road on the Fayette County Thoroughfare Plan. The developer shall dedicate land, as needed, to provide 30 feet of right-of-way as measured from the existing centerline of Oak Hill Road. The Right of way dedication shall be completed within 90 days of rezoning. 3. Article XII. - Watershed Protection Ordinance shall apply to the tracts presented in the rezoning case 1358-24 and these new buffers will be applied during development. Ms. Bell provided the Board with visuals of the subject property including topography and aerial maps.

Mr. Jones stated that his previous comments apply to this application as well and he was available for any question of the Board.

No one spoke in favor.

The following citizens/residents made comments in opposition: Julianna Terpstra, Elaine Kilgore, Issac Logan

Comments in opposition included concerns regarding wildlife care, stormwater runoff, increased traffic, no data centers, the desire to maintain a residential feel to Fayetteville not becoming too commercialized, approval of a larger buffer.

Mr. Jones in response to comments stated that the buffer requirement was 75 feet. In response to concerns regarding traffic he noted that currently the C-H zoning was highway commercial and a consumer facing zoning which generated more traffic as opposed to the requested M-1 zoning would be an extremely low traffic producing zoning.

Commissioner Rousseau moved to deny Petition No. 1358-24-B, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 55.066 acres from C-H to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North and Oak Hill Road. Vice Chairman Gibbons seconded. The motion seconded 3-2, with Chairman Hearn and Commissioner Maxwell voting in opposition.

7. Consideration of Ordinance 2024-11, amending Chapter 110. Zoning Ordinance, Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties.

Ms. Bell stated that this request was for an amendment to address the powers and duties of the Zoning Board of Appeals. Under the current ordinance, the Zoning Board of Appeals may deem an illegal lot a nonconforming lot. However, no lot was eligible for a variance to lot size, lot width or road frontage. The proposed amendment provided criteria for variances for unimproved nonconforming lots and clarification regarding variances allowed for improved illegal lots. Both staff and the Planning Commission recommended approval of the amendment.

No one spoke in favor or opposition.

Commissioner Oddo moved to approve Ordinance 2024-11, amending Chapter 110. Zoning Ordinance, Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties. Vice Chairman Gibbons seconded. The motion passed 5-0.

PUBLIC COMMENT:

5-Member Election Board

The following citizens made comments regarding a wanting a Five-Member Elections Board: Cathy Vaught, Randy Ognio, Mariam Yacoub, Joseph Smith, Jessica Whelan, and Suzanne Brown

Commenter concerns regarding Five-Member Elections Board included: maintaining quorum requirements, training, better communication, and stronger/better political representation.

Chairman Hearn stated that he would be willing to meet with Ms. Vaught and others to discuss their concerns in detail.

Commissioner Maxwell stated that he would like to know about the discussions of that meeting. He also stated that he had some concerns regarding who made the decision on how that membership was comprised and felt that should reside with the Board of Commissioners. Commissioner Maxwell stated that the Board of Elections had always (to his knowledge) ran efficiently in the past and this was the first time this type of request had been proposed but he was open to considering it.

Commissioner Rousseau stated that he shared Commissioner Maxwell's sentiments as well as concerns regarding who and how the membership was comprised and felt that that responsibility should remain with the Board and not be decided by the Probate Judge.

Chairman Hearn stated that he would keep the Board involved and informed in the discussions.

Commissioner Rousseau continued stating that he was open minded to the idea of a Five-member Elections Board. He noted that staff was responsible for election laws and the Elections Board was responsible with carrying out said law, not setting policy. He stated that the Board had to be careful when reviewing political issues around elections. These processes were important and had to be maintain and not compromised.

Vice Chairman Gibbons stated that he agreed with the sentiment of Commissioner Maxwell in that the Board of Elections had always (to his knowledge) run efficiently in the past, this past year was a unique situation.

Commissioner Oddo stated that his biggest concerns was regarding the need for communication. He noted comments regarding the need for the Elections Board to be able to speak to each other without the fear of violating quorum laws.

CONSENT AGENDA:

Vice Chairman Gibbons moved to approve the Consent Agenda except for item #12. Commissioner Oddo seconded. The motion passed 5-0.

- 8. Approval of the third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for State Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.**
- 9. Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.**
- 10. Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Superior Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.**
- 11. Acknowledgment of Sheriff Barry H. Babb's decision to accept five (5) vehicles from the City of Fayetteville.**

12. Acceptance of a Subgrant Agreement with the Atlanta Regional Commission (ARC) for an update to the Fayette County 2019 Comprehensive Transportation Plan (CTP) and a grant of \$192,000.

Commissioner Rousseau asked Public Works Director Phil Mallon if the list included in the County 2019 Comprehensive Transportation Plan (CTP) was complete or could roads be added.

Mr. Mallon stated that the list was considered a draft list that could be modified via direction of the Board or through more informal discussions. If approved, the next step would be to create the request for proposal that would include a more in-depth scope-of-work and where roads could be added or removed.

Commissioner Rousseau stated he wanted to confirm that there would be another opportunity to add roads of interest to this list in the future, before the grant application was submitted.

Mr. Mallon stated under a normal process he would not bring that scope-of-work back before the Board for approval, unless otherwise directed.

Commissioner Rousseau moved to add Helmer Road to the list for Fayette County 2019 Comprehensive Transportation Plan list. Vice Chairman Gibbons seconded. The motion passed 5-0.

Commissioner Oddo moved to approve acceptance of a Subgrant Agreement with the Atlanta Regional Commission (ARC) for an update to the Fayette County 2019 Comprehensive Transportation Plan (CTP) and a grant of \$192,000. Commissioner Rousseau seconded. The motion passed 5-0.

- 13. Approval to accept the right-of-way dedication of 1.115 acres along Kenwood Road and Longview Road as shown in the Limited Warranty Deed dated September 5, 2024, recorded in Deed Book 5757, Pages 635-639, per Fayette County Rezoning Resolution No. 1344-24.**
- 14. Approval to accept the right of way dedication known as "10' Right-of-Way Dedication #1 0.10 AC" and "10' Right-of-Way dedication #2 0.19 AC" as per the Final Plat of Mill Farms recorded in Plat Book 102, Pages 4-11 and the Deed of Right of Way dated October 3, 2024, recorded in Deed Book 5770, Pages 5-6, per Fayette County Code requirements.**
- 15. Approval to accept the right-of-way dedication known as Tract 2, 0.357 acres, shown on the Right of Way Dedication Plat for Christian Brothers Automotive Corp., Rev. 1, dated June 16, 2024, and the quitclaim deed dated August 19, 2024, per Fayette County Rezoning Resolution No. 1143-05.**
- 16. Approval to accept the right-of-way dedication of newly constructed internal local roads shown on the Riverbend Overlook Phase II Plat dated January 27, 2022, and the Limited Warranty Deed dated May 11, 2022, per Fayette County Code requirements.**
- 17. Approval to accept the right-of-way dedication of newly constructed internal local roads shown on the Riverbend Overlook Phase III Plat dated March 28, 2024, and the Limited Warranty Deed dated June 24, 2024, per Fayette County Code requirements.**
- 18. Approval of the November 14, 2024, Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

19. Request to award Contract #2466-S, Justice Center Buildout - Audio Visual to Sound Principles Pro Multi Media, Inc. in the amount of \$754,700.00, to provide and install audio visual equipment for the third floor of the Justice Center.

David Jaegar, with Mallett Consultant- Project manager for the Justice Center buildout stated that this request was to award Contract #2466-S Justice Center Buildout - Audio Visual to Sound Principles Pro Multi Media, Inc. in the amount of \$754,700.00, to provide and install audio visual equipment for the third floor of the Justice Center. He stated that Sound Principals had an ongoing relationship with the County. In 2013, Sound Principles participated in a request for proposal that included nine proposals to preform similar work in the Commissioner's Chambers. Subsequently, the county has had additional projects with Sound Principles including a project in 2020, at the Justice Center to bring the audio/visual equipment into compliance needed during the COVID Pandemic. Most recently, in 2023, Sound Principles was contracted to bring the equipment up to current standards and installed remote meeting equipment, displays, video process, recording and audio/visual equipment in the courtrooms on the second floor of the courthouse. Mr. Jaeger stated that this request was to expand that standard and level of service and equipment to the third floor. He noted that based on a pricing analysis performed by the Purchasing Department, it the cost per courtroom was a 14% savings. Mr. Jaeger stated that approval of this request would provide significant benefit in the way of continuity of the system at the Justice Center.

Commissioner Maxwell moved to approve to award Contract #2466-S, Justice Center Buildout - Audio Visual to Sound Principles Pro Multi Media, Inc. in the amount of \$754,700.00, to provide and install audio visual equipment for the third floor of the Justice Center. Commissioner Oddo seconded. The motion passed 5-0.

20. Request to approve Contract #2184-B: Redwine, Bernhard, & Peachtree Parkway Roundabout (17TAL); Change Order #2 for McLeRoy, Inc. in the amount of \$188,394.13 and to transfer \$124,726.39 from 17TAG Intersection Improvements.

Mr. Mallon stated that this request was for approval of a change order of the recently completed roundabout at the intersection of Redwine Road, Bernhard Road, & Peachtree Parkway in the amount of \$188,394.13. He stated that this would cover overages from several of the bid items quantity estimates, and there were a few incidental items that included changing the type of sod and expanding the amount of sod needed for the project. Mr. Mallon stated that this item also included a request to transfer \$124,726.39 from 17TAG.

Commissioner Rousseau moved to approve Contract #2184-B: Redwine, Bernhard, & Peachtree Parkway Roundabout (17TAL); Change Order #2 for McLeRoy, Inc. in the amount of \$188,394.13 and to transfer \$124,726.39 from 17TAG Intersection Improvements. Vice Chairman Gibbons seconded.

Chairman Hearn complimented staff and the contractor for their efficiency and time management. He noted that this project was completed quickly and extended a job well done.

Commissioner Rousseau moved to approve Contract #2184-B: Redwine, Bernhard, & Peachtree Parkway Roundabout (17TAL); Change Order #2 for McLeRoy, Inc. in the amount of \$188,394.13 and to transfer \$124,726.39 from 17TAG Intersection Improvements. Vice Chairman Gibbons seconded. The motion passed 5-0.

21. Request to accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) for the amount of \$3,742,256.30, to digitally execute the Construction Agreement with Georgia Department of Transportation (GDOT), and to issue a check payment for GDOT Construction Oversight.

Mr. Mallon stated that this was to formally accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) for the amount of

\$3,742,256.30, to digitally execute the Construction Agreement with Georgia Department of Transportation (GDOT), and to issue a check payment for GDOT Construction Oversight

Vice Chairman Gibbons moved to approve the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) for the amount of \$3,742,256.30, to digitally execute the Construction Agreement with Georgia Department of Transportation (GDOT), and to issue a check payment for GDOT Construction Oversight. Commissioner Rousseau seconded.

Commissioner Maxwell asked if this grant included any projects in Peachtree City.

Mr. Mallon stated, "yes".

Commissioner Maxwell asked if there was a time constraint in approving this request or could this be postponed to the first meeting in January 2025.

Mr. Mallon stated yes, this could be delayed to early January.

Vice Chairman Gibbons asked if tabled and if a non-favorable decision was made by Peachtree City could the grant be accepted without the funding for Peachtree city projects, which was not something he would advocate for.

Mr. Mallon stated that would not be easy to do and would at the least set the entire project back and potentially jeopardize the funding.

Vice Chairman Gibbons added that doing this could also require the resubmittal of the entire grant application.

Mr. Mallon stated, "it could".

Commissioner Maxwell moved to table this item to the January 9 Board Meeting. Motion passed 3-2, with Vice Chairman Gibbons and Commissioner Rousseau voting in opposition.

22. Request to award Bid #2488-B, FY25 Resurfacing Project in the amount of \$2,082,362.62 to Blount Construction Co, Inc. to provide milling, crack sealing and resurfacing on various roads in Fayette County.

Roads Department Director, Steve Hoffman stated that this request was to award Bid #2488-B, FY25 Resurfacing Project in the amount of \$2,082,362.62 to Blount Construction Co, Inc. to provide milling, crack sealing and resurfacing on various roads in Fayette County. He noted that this project would include resurfacing of eight (8) roads totaling 6.5 miles.

Vice Chairman Gibbons moved to award Bid #2488-B, FY25 Resurfacing Project in the amount of \$2,082,362.62 to Blount Construction Co, Inc. to provide milling, crack sealing and resurfacing on various roads in Fayette County. Commissioner Oddo seconded.

Chairman Hearn stated that he knew resurfacing was temperature sensitive and wanted to ensure the work was not performed in the colder months January- March.

Mr. Hoffman stated that this would be for work to be performed in the spring season before the end of the fiscal year.

Vice Chairman Gibbons moved to approve to award Bid #2488-B, FY25 Resurfacing Project in the amount of \$2,082,362.62 to Blount Construction Co, Inc. to provide milling, crack sealing and resurfacing on various roads in Fayette County. Commissioner Oddo seconded. The motion passed 5-0.

23. Request to award Bid #2492-B Micro Surfacing in the amount of \$1,676,500 to Asphalt Paving Systems, Inc. to provide Micro Surfacing on various roads in Fayette County.

Mr. Hoffman stated that this request was to award Bid #2492-B Micro Surfacing in the amount of \$1,676,500 to Asphalt Paving Systems, Inc. to provide Micro Surfacing on various roads in Fayette County. He noted that this Micro Surfacing project would cover about 12.6 miles.

Commissioner Oddo moved to approve to award Bid #2492-B Micro Surfacing in the amount of \$1,676,500 to Asphalt Paving Systems, Inc. to provide Micro Surfacing on various roads in Fayette County. Vice Chairman Gibbons seconded.

Chairman Hearn stated that although he was aware that this Micro Surfacing was helping stretch County dollars, he would like staff to closely monitor how these roads with micro surfacing-maintained vs those with traditional resurfacing.

Mr. Hoffman stated that they currently performed road evaluation both in-house and via a third-party company.

Commissioner Oddo moved to approved to award Bid #2492-B Micro Surfacing in the amount of \$1,676,500 to Asphalt Paving Systems, Inc. to provide Micro Surfacing on various roads in Fayette County. Vice Chairman Gibbons seconded. The motion passed 5-0.

24. Request to award Contract #2489-B; Fayette County Tactical Driving Course - Phase II Infield Construction in the amount of \$2,421,698.61 to Piedmont Paving Inc. to construct additional track sections for PIT maneuvers to be performed and instructed and installation of two viewing towers.

Tim Symonds, Project Manager, stated that this request was to award Contract #2489-B; Fayette County Tactical Driving Course - Phase II Infield Construction in the amount of \$2,421,698.61 to Piedmont Paving Inc. Mr. Symonds stated that Phase I of the Tactical Driving Course was recently completed. Since then, the Sheriff Office and the training center was upgraded to a regional training academy. As a result, some additional features needed to be added to the Tactical Driving Course. Phase II would include the development of the infield to construct an inner loop and an additional track section to provide a place for PIT maneuvers to be performed and instructed; as well as the installation of two viewing towers. Mr. Symonds stated that the project was posted for bid and five qualified bids were received. Piedmont Paving Inc. was the lowest responsive bidder.

Vice Chairman Gibbons moved to approve to award Contract #2489-B; Fayette County Tactical Driving Course - Phase II Infield Construction in the amount of \$2,421,698.61 to Piedmont Paving Inc. to construct additional track sections for PIT maneuvers to be performed and instructed and installation of two viewing towers. Commissioner Oddo seconded.

Chairman Hearn stated that he was delighted to see Piedmont Paving Inc. as the lowest bidder.

Vice Chairman Gibbons moved to approve to award Contract #2489-B; Fayette County Tactical Driving Course - Phase II Infield Construction in the amount of \$2,421,698.61 to Piedmont Paving Inc. to construct additional track sections for PIT maneuvers to be performed and instructed and installation of two viewing towers. Commissioner Oddo seconded. The motion passed 5-0.

25. Consideration of Option #1, to have the Fayette County Marshal's Office to occupy the Old Courthouse or Option #2, to enter an agreement to have the Fayette County Historical Society occupy the additional space on the 2nd and 3rd floors.

Commissioner Maxwell moved to table this item to the January 9 Board meeting. The motion passed 5-0.

26. Ordinance 2024-10 to amend Fayette County Code of Ordinance, Chapter 8-Business; Article IV. -Personal Care Homes and Community Living Arrangements; Sec. 8-94.- Operational procedures.; (a), to amend the maximum number of residents allowed in personal care homes and community living arrangements.

County Attorney Dennis Davenport state that this request was to amend Fayette County Code of Ordinance, Chapter 8-Business; Article IV. -Personal Care Homes and Community Living Arrangements; Sec. 8-94.- Operational procedures.; (a), to amend the maximum number of residents allowed in personal care homes and community living arrangements. He noted that this amendment would only be increasing the number of residents from three (3) to four (4). This change was consistent with state

law.

Vice Chairman Gibbons moved to approve Ordinance 2024-10 to amend Fayette County Code of Ordinance, Chapter 8-Business; Article IV. -Personal Care Homes and Community Living Arrangements; Sec. 8-94.- Operational procedures.; (a), to amend the maximum number of residents allowed in personal care homes and community living arrangements. Commissioner Oddo seconded. 5-0.

ADMINISTRATOR'S REPORTS:

Hot Projects Update

Mr. Rapson stated that the Hot Projects report was forwarded to the Board and included updates on the Water System AMI project update, Parks and Recreation multi-use facility, Starr's Mill School Tunnel, Coastline Bridge improvements, Cedar Trail culvert replacement, the Public Health Building, and storm water updates. He noted that the Antioch Road/Hampton Road 4-way stop was installed and was operational. He extended a major kudos to the Public Works and Road Department team for a job well done.

Animal Control Phase II

Mr. Rapson stated that the phase II conceptual plan would be posted online along with hosting engagement meetings to garner citizen feedback and input in developing a master plan.

Christmas Holiday Closure

Mr. Rapson reminded everyone of the upcoming Christmas Holiday closure, noting that county offices would be closed December 23-27, 2024.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Dennis Davenport stated that there were seven items for Executive Session. Five items involving threatened litigation, one item involving pending litigation, and the review of the November 14, 2024, Executive Session Minutes.

COMMISSIONERS' REPORTS:

Commissioner Maxwell

Commissioner Maxwell extended a Merry Christmas to everyone.

Commissioner Rousseau

Commissioner Rousseau extended a Happy Holidays to everyone, in particular those who have lost loved ones.

He also extended a thank you the Fayette County team for a job well done throughout the year.

Commissioner Rousseau relayed his congratulations to his colleagues who recently won their re-election as they continue to represent the citizens of this community.

Commissioner Oddo

Commissioner Oddo wished everyone a Merry Christmas and Happy New Year and noted that it had been a long year but full of accomplishments.

Vice Chairman Gibbons

Vice Chairman Gibbons wished everyone a Merry Christmas and Happy Holidays and thanked staff for their hard work and dedication to the County.

Commissioner Rousseau

Commissioner Rousseau acknowledged Senator-elect Kenya Wicks who was in attendance and extended a congratulations on her election and a thank you for the future work she would do for the community.

Chairman Hearn

Chairman Hearn extended a thank you to staff for their hard work and dedication and stated that the Christmas week off was the Board's way of showing their appreciation.

Chairman Hearn expressed his appreciation for his colleagues on the Board. He stated that the comradery was welcomed and appreciated.

He concluded relaying discussions from a recent meeting with Georgia Department of Transportation about the crossing of the wetlands of the East Fayetteville Bypass project. He stated it was a productive meeting, and they left with ideas on how to move forward with the project.

EXECUTIVE SESSION:

Five items involving threatened litigation, one item involving pending litigation, and the review of the November 14, 2024, Executive Session Minutes. Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 4:19 p.m. and returned to Official Session at 4:41 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 5-0.

Approval of the November 14, 2024 Executive Session Minutes: Vice Chairman Gibbons moved to approve November 14, 2024, Executive Session Minutes. Commissioner Rousseau seconded the motion. The motion passed 5-0.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the December 12, 2024, Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The December, 2024, Board of Commissioners meeting adjourned at 4:42 p.m.

 Marlena 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 9th day of January 2025. 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 accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) for the amount of \$3,742,256.30, to digitally execute the Construction Agreement with Georgia Department of Transportation (GDOT), and to issue a check payment for GDOT Construction Oversight.

Background/History/Details:

In 2019, the Board approved staff to submit an application for a multi-jurisdictional resurfacing project to the Atlanta Regional Commission(ARC) in response to their open solicitation for Transportation Improvement Program (TIP) projects, and approved the County's required local match (a minimum of 20%) for the project. In addition, the Board approved to accept the 2017 TIP grant award for the PE phase for the FY 2022 Resurfacing Program at the April 8, 2021 meeting, and to award the construction contract to the lowest responsive and responsible bidder at the October 24, 2024 meeting, and the Construction, Engineering, & Inspections (CEI) task order at the November 14, 2024 meeting.

This project includes 11.94 centerline miles of resurfacing between the County, Peachtree City, Fayetteville, and Tyrone. The total of \$3,742,256.30, per the ARC grant, consists of 80% of GDOT Construction Oversight (\$10,000.00), Construction (\$3,530,969.02), and Construction Engineering & Inspection costs (\$201,287.28) will be reimbursed to Fayette County and the municipalities. Reimbursement from the municipalities will be governed by the Intergovernmental Agreement fully executed April 10, 2023.

Federal Funds for the CST phase (80%): \$2,993,805.04

Local Share for the CST phase (20%): \$748,451.26 (Fayette County's estimated portion of the Local Share: \$410,611.20)

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) in the amount of \$3,742,256.30, to digitally execute the Construction Agreement with GDOT, and to issue a check payment for GDOT Construction Oversight.

If this item requires funding, please describe:

Funding for this project is available from the 2017 SPLOST - Fayette County Resurfacing Program FY2022 (21TAC) project. Reimbursement from the municipalities will be governed by the Intergovernmental Agreement fully executed April 10, 2023.

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:

This item was tabled at the December 12, 2024 meeting.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda: [This item was tabled to the January 9, 2025 meeting](#)

Request to accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) for the amount of \$3,742,256.30, to digitally execute the Construction Agreement with Georgia Department of Transportation (GDOT), and to issue a check payment for GDOT Construction Oversight.

Background/History/Details:

In 2019, the Board approved staff to submit an application for a multi-jurisdictional resurfacing project to the Atlanta Regional Commission(ARC) in response to their open solicitation for Transportation Improvement Program (TIP) projects, and approved the County's required local match (a minimum of 20%) for the project. In addition, the Board approved to accept the 2017 TIP grant award for the PE phase for the FY 2022 Resurfacing Program at the April 8, 2021 meeting, and to award the construction contract to the lowest responsive and responsible bidder at the October 24, 2024 meeting, and the Construction, Engineering, & Inspections (CEI) task order at the November 14, 2024 meeting.

This project includes 11.94 centerline miles of resurfacing between the County, Peachtree City, Fayetteville, and Tyrone. The total of \$3,742,256.30, per the ARC grant, consists of 80% of GDOT Construction Oversight (\$10,000.00), Construction (\$3,530,969.02), and Construction Engineering & Inspection costs (\$201,287.28) will be reimbursed to Fayette County and the municipalities. Reimbursement from the municipalities will be governed by the Intergovernmental Agreement fully executed April 10, 2023.

Federal Funds for the CST phase (80%): \$2,993,805.04

Local Share for the CST phase (20%): \$748,451.26 (Fayette County's estimated portion of the Local Share: \$410,611.20)

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) for the amount of \$3,742,256.30, to digitally execute the Construction Agreement with GDOT, and to issue a check payment for GDOT Construction Oversight.

If this item requires funding, please describe:

Funding for this project is available from the 2017 SPLOST - Fayette County Resurfacing Program FY2022 (21TAC) project. Reimbursement from the municipalities will be governed by the Intergovernmental Agreement fully executed April 10, 2023.

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:

Road Name	GDOT Construction Oversight	Construction	Construction, Engineering, & Inspections (CEI)	Total Cost Estimate	Federal Share (80%)	Local Match (20%)
Fayette County						
85 Connector <i>From SR 85 to Woods Road</i>	\$ 1,250.00	\$ 1,051,585.00	\$ 50,538.70	\$ 1,103,373.70	\$ 882,698.96	\$ 220,674.74
New Hope Road <i>From SR 92 to City Limit</i>	\$ 1,250.00	\$ 549,756.60	\$ 47,675.53	\$ 598,682.13	\$ 478,945.70	\$ 119,736.43
Banks Road <i>From City Limits to SR 54</i>	\$ 1,250.00	\$ 327,130.43	\$ 22,619.75	\$ 351,000.18	\$ 280,800.14	\$ 70,200.04
\$ 3,750.00 \$ 1,928,472.03 \$ 120,833.98 \$ 2,053,056.01 \$ 1,642,444.81 \$ 410,611.20						
City of Fayetteville						
Banks Road <i>From SR 85 to County Line</i>	\$ 1,250.00	\$ 67,838.35	\$ 4,290.59	\$ 73,378.94	\$ 58,703.15	\$ 14,675.79
\$ 1,250.00 \$ 67,838.35 \$ 4,290.59 \$ 73,378.94 \$ 58,703.15 \$ 14,675.79						
Peachtree City						
Huddleston Road <i>From SR 54 to Dividend Drive</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Kelly Drive <i>From SR 74 to Planterra Way</i>	\$ 1,250.00	\$ 405,273.70	\$ 26,198.83	\$ 432,722.53	\$ 346,178.02	\$ 86,544.51
McIntosh Trail <i>From Peachtree Parkway to Robinson Road</i>	\$ 1,250.00	\$ 265,751.00	\$ 13,743.64	\$ 280,744.64	\$ 224,595.71	\$ 56,148.93
Ebenezer Road <i>From Robinson Road to City Limit</i>	\$ 1,250.00	\$ 198,048.80	\$ 7,587.62	\$ 206,886.42	\$ 165,509.14	\$ 41,377.28
\$ 3,750.00 \$ 869,073.50 \$ 47,530.09 \$ 920,353.59 \$ 736,282.87 \$ 184,070.72						
Town of Tyrone						
Dogwood Trail <i>From Senoia Road to Farr Road</i>	\$ 1,250.00	\$ 665,585.14	\$ 28,632.62	\$ 695,467.76	\$ 556,374.21	\$ 139,093.55
\$ 1,250.00 \$ 665,585.14 \$ 28,632.62 \$ 695,467.76 \$ 556,374.21 \$ 139,093.55						
\$ 10,000.00 \$ 3,530,969.02 \$ 201,287.28 \$ 3,742,256.30 \$ 2,993,805.04 \$ 748,451.26						



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

November 15, 2024

Honorable Lee Hearn, Chairman
Fayette County
140 Stonewall Avenue West
Fayetteville, GA 30214

ATTN: Courtney Hassenzahl

Subject: **Construction Agreement for Execution**
P.I. 0017812, Fayette County
Fayette County Resurfacing Program @ 9 Locs - Phase II

Dear Chariman Hearn,

The Department accepts the recommendation from Fayette County to award E.R. Snell Contractor the contract for construction services concerning the above referenced project. In addition, the Department is requesting that Fayette County submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is \$10,000.00. Eighty percent of that amount (\$8,000.00) will be paid through federal funding. The remaining 20% (\$2,000.00) is to be paid by Fayette County. **Please send payment in the amount of \$2,000.00 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:**

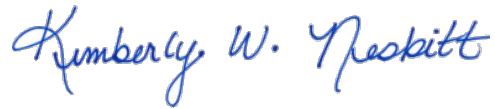
**For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764**

**For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007**

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and the contract agreement, we will execute the contract agreement and issue Fayette County a Notice to Proceed to Construction.

Should you have any questions or concerns, please contact the Department's Project Manager, April McKown, at (404) 775-0775.

Sincerely,



Kimberly W. Nesbitt
State Program Delivery Administrator

AV FB

KWN:CCV:MSL:ARM
Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Albert V. Shelby III, Director of Program Delivery
Tyler Peek, District 3 Engineer
Keenan Ford, District 3 Construction Manager

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
FAYETTE COUNTY

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- CFDA # 20.205 - Highway Planning and Construction Cluster
 CFDA # 20.219 - Recreational Trails Program

This Construction Agreement, made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and FAYETTE COUNTY, GEORGIA, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project P.I. 0017812, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be the resurfacing of 85 Connector (from SR 85 to Woods Road), New Hope Road (from SR 92 to City Limit), Banks Road (from SR 85 to County Line), Banks Road (from City Limits to SR 54), Kelly Drive (From SR 74 to Planterra Way, McIntosh Trail (Peachtree Parkway to Robinson Road), Ebenezer Road (Robinson Road to City Limit), and Dogwood Trail (from Senoia Road to Farr Road), approximately 12 miles in length as set forth in Exhibit A, the "WORK PLAN", which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental, and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit "A", WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District 3 to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; Federal Highway Administration ("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental, and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*) and 23 CFR 645 (Utilities), as well as Section 101 of Title 23 of the United States Code ("USC" or "U.S.C.") (Definitions-Construction) and 23 USC 116 (Maintenance), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", current edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written Notice to Proceed to construction. No work shall begin until this Notice to Proceed has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision, and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the LAP Manual.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State, and local laws including but not limited to those applicable requirements as outlined in Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price

or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads, and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than 365 Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the

negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:
1. It is understood that the SPONSOR (complete the applicable statement):

shall, obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI (Insurance) of the Agreement.

The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement. The SPONSOR shall maintain the following insurance coverage during the term of the Agreement, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the SPONSOR pursuant to this Agreement:

a) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the SPONSOR qualifies to pay its own workers compensation claims.) In addition, the SPONSOR shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- (1) Bodily injury by accident - per employee \$100,000;
- (2) Bodily injury by disease - per employee \$100,000;
- (3) Bodily injury by disease - policy limit \$500,000.

b) Commercial General Liability Policy with at least the following minimum coverage:

- (1) Each Occurrence Limit \$1,000,000
- (2) Personal & Advertising Injury Limit \$1,000,000
- (3) General Aggregate Limit \$3,000,000
- (4) Products/Completed Ops. Aggregate Limit \$2,000,000

c) Automobile Liability with at least the minimum coverage:

- (1) Combined Single Limit \$1,000,000 to cover vehicles, owned, leased or rented by the SPONSOR.

B. Insurance Certificates and General Requirements: Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must document that the liability coverage purchased by the SPONSOR includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:

1. Name, address, signature and telephone number of authorized agents.
2. Name and address of insured.
3. Name of Insurance Company.
4. Description of coverage in standard terminology.
5. Policy number, policy period and limits of liability.
6. Name and address of State Agency as certificate holder.
7. Thirty (30) day written notice of cancellation.
8. Details of any special policy exclusions.

C. Excess Liability Coverage: To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

D. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior

written notice has been given to the DEPARTMENT. Certificates of Insurance showing such coverage to be in force shall be filed with GDOT prior to commencement of any work under the Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDOT, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

E. No Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by the indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR") Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is three million, seven hundred forty two thousand, two hundred and fifty six dollars and thirty cents (\$3,742,256.30). The total estimated cost of the PROJECT to be financed using Federal programmed funds through the Georgia Department of Transportation is Federal Share is two million, nine hundred and ninety three thousand, eight hundred and five dollars and four cents (\$2,993,805.04), which is the total Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal contribution. In no event shall the Federal contribution of the project exceed two million, nine hundred and ninety three thousand, eight hundred and five dollars and four cents (\$2,993,805.04), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT'S maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT'S progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII
FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX
CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit "A," WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to

purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit "E" of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit "F" of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of seven percent (7%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990

(ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- I. IT IS FURTHER AGREED that SPONSOR shall, and shall require its contractors and subcontractors to, comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit H of this Agreement.
- J. IT IS FURTHER AGREED that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVIII
MISCELLANEOUS

- A. NOTICE. Notices given pursuant to this Agreement shall be in writing and shall be delivered to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the appropriate Party.
- B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or

obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.

- C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- D. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court

interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.
- M. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23 CFR 230.111, the DEPARTMENT's OJT Policy and On-the-Job Training Program Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of zero hours.

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

Georgia Department of Transportation Fayette County, Georgia

By: _____ (Seal)
Commissioner

By: _____ (Seal)
Chairman: Lee Hearn

Signed, sealed and delivered
This _____,
in the presence of:

Attest:

Treasurer

Witness
Name: Vicki Orr

Title: Executive Assistant

Notary Public (Notary Seal)
Name: Marlena Edwards

Title: Chief Deputy Clerk

This Agreement, approved by
FAYETTE COUNTY, the _____

Attest:

Tameca P. Smith and County Clerk

58-6000826
Federal Employer Identification
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Federal Award Identification Worksheet
Exhibit H	Sexual Harassment Prevention Policy Compliance

EXHIBIT A

WORK PLAN

FAYETTE COUNTY

P.I. No. 0017812

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

Milling, patching and resurfacing of inlay of 85 Connector (from SR 85 to Woods Road), New Hope Road (from SR 92 to City Limit), Banks Road (from SR 85 to County Line), Banks Road (from City Limits to SR 54), Kelly Drive (From SR 74 to Planterra Way), McIntosh Trail (Peachtree Parkway to Robinson Road), Ebenezer Road (Robinson Road to City Limit), and Dogwood Trail (from Senoia Road to Farr Road. Existing ADA ramps will be repaired/upgraded where needed. No bridges will be overlaid.

EXHIBIT B

FHWA-1273 – Revised October 23, 2023

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal 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, 2 CFR 180.800;

(3) 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

FAYETTE COUNTY

P.I. No. 0017812

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance of the Agreement.

Award contract	November 15, 2024
Construction NTP	January 15, 2025
Corrective List	December 15, 2025
Final inspection	January 15, 2026

EXHIBIT D

BUDGET ESTIMATE

FAYETTE COUNTY

P.I. No. 0017812

0017812 Fayette County- Low Bid Summary

Low Bid = \$3,530,969.02

GDOT Oversight = \$10,000.00

Construction Engineering & Inspections = \$201,287.28

Contract Total = \$3,742,256.30

FAYETTE COUNTY
FEDERAL-AID RESURFACING PROGRAM



Contractor Approval Request
GDOT PI Number: 0017812
Bid Number: 2428-B

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October 14, 2024

April McKown
Project Manager
GDOT Office of Program Delivery
Atlas Technical Consultants

Subject: Recommendation of Award
Project Name: Fayette County Resurfacing Program @ 9 Locs- Phase II CST
Project Identification Number: PI# 0017812, Fayette County

Dear Ms. McKown:

Bids were opened and read aloud for the above referenced project on October 1, 2024. Ten (10) bids were submitted for this project. The low bid was submitted by E.R. Snell Contractor, Inc. in the total amount of \$3,530,969.02. The estimated cost for construction for this project was \$5,727,722.10.

The required Disadvantage Business Enterprise (DBE) goal for this project is 7%. E.R. Snell Contractor, Inc. proposes to utilize several subcontractors for flatwork, grassing, and dirt shoulder building as DBE participants with a 7.26% participation goal.

Provided for review is a copy of the tabulation of all bids received for the project, the bid proposal submitted by E.R. Snell Contractor, Inc., the DBE Goals submitted by E.R. Snell Contractor, Inc., and proof of advertisement.

It is the County's recommendation that the contract be awarded to E.R. Snell Contractor, Inc. Upon receipt of GDOT's concurrence, Fayette County will prepare the contracts and forward them to the Contractor for execution.

In addition to the construction contract amount, Fayette County will retain the services of a consultant for Construction, Engineering, and Inspection (CEI) for \$201,287.28, and for GDOT Construction Oversight in the amount of \$10,000.00.

The fees for construction of this project total \$3,742,256.30. The Federal share of funds requested is **\$2,993,805.04**, which is 80% of E.R. Snell's bid amount (\$3,530,969.02), consultant CEI Services (\$201,287.28), and GDOT Construction Oversight (\$10,000.00). Fayette County looks forward to GDOT's approval of this request and the subsequent construction of this project.

Respectfully,



Phil Mallon, P.E.
County Engineer, Fayette County Public Works

cc: Ms. Courtney Hassenzahl, Fayette County
Mr. Ritchie Swindell, EXP US Services, Inc.
Mr. Eugene Hopkins, EXP US Services, Inc.

**TB #2428-B Fayet County R surfacing FY2022 - Construction
Itemized Tally Sheet**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Summit Construction		MHB Paving nc.		Baldwin Paving		Stewart Brothers		CW Matthews	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
150-1000	TRAFFIC CONTROL	LS	1	\$1,127,220.00	\$1,127,220.00	\$238,000.00	\$238,000.00	\$487,738.11	\$487,738.11	\$447,020.00	\$447,020.00	\$449,727.84	\$449,727.84
163-0232	TEMPORARY GRASSING	AC	6.32	\$950.00	\$6,004.00	\$900.00	\$5,688.00	\$1,250.00	\$7,900.00	\$4,400.00	\$27,808.00	\$350.00	\$2,212.00
210-0200	GRADING PER MILE	LM	10.627	\$16,500.00	\$175,345.50	\$14,850.00	\$157,810.95	\$18,775.00	\$199,521.93	\$15,500.00	\$164,718.50	\$15,016.89	\$159,584.49
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION 315)	TN	313	\$300.00	\$93,900.00	\$270.81	\$84,763.53	\$223.21	\$69,864.73	\$222.00	\$69,486.00	\$245.00	\$76,685.00
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	12,149.00	\$20.00	\$242,980.00	\$3.05	\$37,054.45	\$16.38	\$199,000.62	\$7.45	\$90,510.05	\$10.64	\$129,265.36
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	915	\$185.00	\$169,275.00	\$183.95	\$168,314.25	\$219.00	\$200,385.00	\$182.00	\$166,530.00	\$194.31	\$177,793.65
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13,378.00	\$117.00	\$1,565,226.00	\$139.07	\$1,860,478.46	\$134.00	\$1,792,652.00	\$118.55	\$1,585,961.90	\$111.56	\$1,492,449.68
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,769.00	\$115.00	\$318,435.00	\$127.13	\$352,022.97	\$130.00	\$359,970.00	\$116.75	\$323,280.75	\$105.71	\$292,710.99
413-0750	TACK COAT	GL	15,875.00	\$8.50	\$134,937.50	\$5.00	\$79,375.00	\$0.01	\$158.75	\$4.20	\$66,675.00	\$2.46	\$39,052.50
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL AND H LIME	TN	2,560.00	\$130.00	\$332,800.00	\$143.63	\$367,692.80	\$147.00	\$376,320.00	\$136.20	\$348,672.00	\$116.17	\$297,395.20
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	184,380.00	\$3.50	\$645,330.00	\$2.89	\$532,858.20	\$2.50	\$460,950.00	\$3.10	\$571,578.00	\$3.85	\$709,863.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	30	\$120.00	\$3,600.00	\$135.00	\$4,050.00	\$132.00	\$3,960.00	\$270.00	\$8,100.00	\$138.00	\$4,140.00
441-4050	CONC VALLEY GUTTER WITH CURB, 8 IN	SY	294	\$140.00	\$41,160.00	\$138.00	\$40,572.00	\$111.00	\$32,634.00	\$275.00	\$80,850.00	\$153.00	\$44,982.00
441-6012	CONC CURB & GUTTER, 6" X 24", TP 2	LF	317	\$60.00	\$19,020.00	\$30.00	\$9,510.00	\$33.00	\$10,461.00	\$78.00	\$24,726.00	\$94.00	\$29,798.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3	\$1,450.00	\$4,350.00	\$150.00	\$450.00	\$1,050.00	\$3,150.00	\$1,600.00	\$4,800.00	\$2,302.59	\$6,907.77
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	3	\$650.00	\$1,950.00	\$385.00	\$1,155.00	\$505.00	\$1,515.00	\$700.00	\$2,100.00	\$500.00	\$1,500.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3	\$85.00	\$255.00	\$82.50	\$247.50	\$75.75	\$227.25	\$90.00	\$270.00	\$75.00	\$225.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	30	\$85.00	\$2,550.00	\$82.50	\$2,475.00	\$90.90	\$2,727.00	\$90.00	\$2,700.00	\$90.00	\$2,700.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	6	\$150.00	\$900.00	\$93.56	\$561.36	\$151.50	\$909.00	\$165.00	\$990.00	\$150.00	\$900.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	916	\$8.75	\$8,015.00	\$7.70	\$7,053.20	\$9.09	\$8,326.44	\$9.50	\$8,702.00	\$9.00	\$8,244.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,665.00	\$2.75	\$4,578.75	\$3.57	\$5,944.05	\$2.53	\$4,212.45	\$3.00	\$4,995.00	\$2.50	\$4,162.50
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	23.12	\$1,900.00	\$43,928.00	\$4,065.68	\$93,998.52	\$2,424.00	\$56,042.88	\$2,000.00	\$46,240.00	\$2,400.00	\$55,488.00
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	20.11	\$2,200.00	\$44,242.00	\$4,065.60	\$81,759.22	\$2,424.00	\$48,746.64	\$2,300.00	\$46,253.00	\$2,400.00	\$48,264.00
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.25	\$1,900.00	\$475.00	\$4,065.60	\$1,016.40	\$2,020.00	\$505.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	2.85	\$2,200.00	\$6,270.00	\$4,065.60	\$11,586.96	\$2,020.00	\$5,757.00	\$2,300.00	\$6,555.00	\$2,000.00	\$5,700.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	45	\$4.50	\$202.50	\$7.70	\$346.50	\$5.05	\$227.25	\$5.00	\$225.00	\$5.00	\$225.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	621	\$4.50	\$2,794.50	\$7.70	\$4,781.70	\$5.05	\$3,136.05	\$5.00	\$3,105.00	\$5.00	\$3,105.00
654-1001	RAISED PVMT MARKERS TP 1	EA	2,816.00	\$4.50	\$12,672.00	\$5.50	\$15,488.00	\$4.04	\$11,376.64	\$5.00	\$14,080.00	\$4.00	\$11,264.00
654-1002	RAISED PVMT MARKERS TP 2	EA	375	\$4.50	\$1,687.50	\$5.50	\$2,062.50	\$4.04	\$1,515.00	\$5.00	\$1,875.00	\$4.00	\$1,500.00
654-1003	RAISED PVMT MARKERS TP 3	EA	112	\$4.50	\$504.00	\$5.50	\$616.00	\$4.04	\$452.48	\$5.00	\$560.00	\$4.00	\$448.00
700-6910	PERMANENT GRASSING	AC	12.62	\$1,450.00	\$18,299.00	\$4,180.00	\$52,751.60	\$2,500.00	\$31,550.00	\$4,700.00	\$59,314.00	\$650.00	\$8,203.00
700-7000	AGRICULTURAL LIME	TN	25.22	\$250.00	\$6,305.00	\$385.00	\$9,709.70	\$550.00	\$13,871.00	\$185.00	\$4,665.70	\$275.00	\$6,935.50
700-8000	FERTILIZER MIXED GRADE	TN	2.54	\$500.00	\$1,270.00	\$1,100.00	\$2,794.00	\$1,000.00	\$2,540.00	\$120.00	\$304.80	\$1,250.00	\$3,175.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	635	\$1.50	\$952.50	\$2.20	\$1,397.00	\$10.00	\$6,350.00	\$10.00	\$6,350.00	\$2.00	\$1,270.00
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	3,000.00	\$1.75	\$5,250.00	\$2.90	\$8,700.00	\$1.00	\$3,000.00	\$1.80	\$5,400.00	\$0.05	\$150.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	61,077.00	\$2.20	\$134,369.40	\$7.75	\$473,346.75	\$1.25	\$76,346.25	\$0.85	\$51,915.45	\$0.75	\$45,807.75
Total Bid Price					\$5,177,053.15		\$4,716,431.57		\$4,483,999.47		\$4,247,816.15		\$4,122,334.23

Bid Open Date: 10/1/2024

**ITB #2428-B Fayette County Resurfacing FY2022 - Construction
Itemized Tally Sheet**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Blount Construction		Magnum Paving LLC		Atlanta Paving		McLeRoy Inc.		ER Snell Contractors Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
150-1000	TRAFFIC CONTROL	LS	1	\$336,353.82	\$336,353.82	\$215,000.00	\$215,000.00	\$188,000.00	\$188,000.00	\$391,000.00	\$391,000.00	\$446,500.00	\$446,500.00
163-0232	TEMPORARY GRASSING	AC	6.32	\$472.50	\$2,986.20	\$575.00	\$3,634.00	\$2,200.00	\$13,904.00	\$700.00	\$4,424.00	\$525.00	\$3,318.00
210-0200	GRADING PER MILE	LM	10.627	\$18,481.32	\$196,400.99	\$15,000.00	\$159,405.00	\$17,000.00	\$180,659.00	\$16,000.00	\$170,032.00	\$12,600.00	\$133,900.20
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION 315)	TN	313	\$239.49	\$74,960.37	\$302.00	\$94,526.00	\$240.00	\$75,120.00	\$245.00	\$76,685.00	\$215.00	\$67,295.00
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	12,149.00	\$10.47	\$127,200.03	\$8.65	\$105,088.85	\$10.00	\$121,490.00	\$11.43	\$138,863.07	\$11.25	\$136,676.25
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	915	\$160.26	\$146,637.90	\$201.00	\$183,915.00	\$157.00	\$143,655.00	\$135.40	\$123,891.00	\$241.00	\$220,515.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13,378.00	\$115.92	\$1,550,777.76	\$115.75	\$1,548,503.50	\$117.00	\$1,565,226.00	\$111.30	\$1,488,971.40	\$98.50	\$1,317,733.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,769.00	\$109.42	\$302,983.98	\$108.75	\$301,128.75	\$117.53	\$325,440.57	\$122.90	\$340,310.10	\$90.60	\$250,871.40
413-0750	TACK COAT	GL	15,875.00	\$3.25	\$51,593.75	\$5.00	\$79,375.00	\$4.00	\$63,500.00	\$5.50	\$87,312.50	\$1.00	\$15,875.00
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL AND H LIME	TN	2,560.00	\$140.50	\$359,680.00	\$132.00	\$337,920.00	\$146.00	\$373,760.00	\$134.90	\$345,344.00	\$110.55	\$283,008.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	184,380.00	\$2.75	\$507,045.00	\$3.00	\$553,140.00	\$2.93	\$540,233.40	\$1.35	\$248,913.00	\$1.90	\$350,322.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	30	\$144.90	\$4,347.00	\$224.00	\$6,720.00	\$150.00	\$4,500.00	\$95.00	\$2,850.00	\$145.00	\$4,350.00
441-4050	CONC VALLEY GUTTER WITH CURB, 8 IN	SY	294	\$160.65	\$47,231.10	\$207.25	\$60,931.50	\$120.00	\$35,280.00	\$70.00	\$20,580.00	\$161.00	\$47,334.00
441-6012	CONC CURB & GUTTER, 6" X 24", TP 2	LF	317	\$98.70	\$31,287.90	\$52.64	\$16,686.88	\$65.00	\$20,605.00	\$26.00	\$8,242.00	\$98.75	\$31,303.75
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3	\$270.84	\$812.52	\$2,500.00	\$7,500.00	\$240.00	\$720.00	\$300.00	\$900.00	\$5,020.00	\$15,060.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	3	\$892.50	\$2,677.50	\$952.00	\$2,856.00	\$860.00	\$2,580.00	\$650.00	\$1,950.00	\$684.00	\$2,052.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3	\$110.25	\$330.75	\$117.60	\$352.80	\$110.00	\$330.00	\$85.00	\$255.00	\$89.50	\$268.50
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	30	\$99.75	\$2,992.50	\$106.40	\$3,192.00	\$96.00	\$2,880.00	\$85.00	\$2,550.00	\$89.50	\$2,685.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	6	\$315.00	\$1,890.00	\$336.00	\$2,016.00	\$310.00	\$1,860.00	\$150.00	\$900.00	\$158.00	\$948.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	916	\$9.45	\$8,656.20	\$10.08	\$9,233.28	\$9.50	\$8,702.00	\$8.75	\$8,015.00	\$9.20	\$8,427.20
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,665.00	\$2.36	\$3,929.40	\$2.52	\$4,195.80	\$2.35	\$3,912.75	\$2.75	\$4,578.75	\$2.90	\$4,828.50
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	23.12	\$2,520.00	\$58,262.40	\$2,688.00	\$62,146.56	\$2,450.00	\$56,644.00	\$1,900.00	\$43,928.00	\$2,000.00	\$46,240.00
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	20.11	\$2,520.00	\$50,677.20	\$2,688.00	\$54,055.68	\$2,450.00	\$49,269.50	\$2,200.00	\$44,242.00	\$2,310.00	\$46,454.10
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.25	\$3,150.00	\$787.50	\$3,360.00	\$840.00	\$3,200.00	\$800.00	\$1,900.00	\$475.00	\$2,000.00	\$500.00
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	2.85	\$2,310.00	\$6,583.50	\$2,464.00	\$7,022.40	\$2,250.00	\$6,412.50	\$2,200.00	\$6,270.00	\$2,310.00	\$6,583.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	45	\$6.30	\$283.50	\$6.72	\$302.40	\$6.75	\$303.75	\$4.50	\$202.50	\$4.75	\$213.75
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	621	\$6.30	\$3,912.30	\$6.72	\$4,173.12	\$6.75	\$4,191.75	\$4.50	\$2,794.50	\$4.75	\$2,949.75
654-1001	RAISED PVMT MARKERS TP 1	EA	2,816.00	\$4.46	\$12,559.36	\$4.76	\$13,404.16	\$4.50	\$12,672.00	\$4.50	\$12,672.00	\$4.75	\$13,376.00
654-1002	RAISED PVMT MARKERS TP 2	EA	375	\$4.46	\$1,672.50	\$4.76	\$1,785.00	\$4.50	\$1,687.50	\$4.50	\$1,687.50	\$4.75	\$1,781.25
654-1003	RAISED PVMT MARKERS TP 3	EA	112	\$4.46	\$499.52	\$4.76	\$533.12	\$4.50	\$504.00	\$4.50	\$504.00	\$4.75	\$532.00
700-6910	PERMANENT GRASSING	AC	12.62	\$682.50	\$8,613.15	\$1,120.00	\$14,134.40	\$2,600.00	\$32,812.00	\$1,400.00	\$17,668.00	\$1,050.00	\$13,251.00
700-7000	AGRICULTURAL LIME	TN	25.22	\$577.50	\$14,564.55	\$224.00	\$5,649.28	\$225.60	\$5,689.63	\$365.00	\$9,205.30	\$210.00	\$5,296.20
700-8000	FERTILIZER MIXED GRADE	TN	2.54	\$1,050.00	\$2,667.00	\$2,800.00	\$7,112.00	\$742.00	\$1,884.68	\$750.00	\$1,905.00	\$2,630.00	\$6,680.20
700-8100	FERTILIZER NITROGEN CONTENT	LB	635	\$7.88	\$5,003.80	\$2.24	\$1,422.40	\$6.50	\$4,127.50	\$4.00	\$2,540.00	\$2.10	\$1,333.50
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	3,000.00	\$2.36	\$7,080.00	\$1.85	\$5,550.00	\$1.20	\$3,600.00	\$4.10	\$12,300.00	\$1.75	\$5,250.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	61,077.00	\$0.68	\$41,532.36	\$0.65	\$39,700.05	\$2.00	\$122,154.00	\$2.88	\$175,901.76	\$0.61	\$37,256.97
Total Bid Price					\$3,975,473.31		\$3,913,150.93		\$3,975,110.53		\$3,798,862.38		\$3,530,969.02

Bid Open Date: 10/1/2024

Georgia Department of Transportation DBE Goals

First Use: March 23, 1990

Vendor ID:	2SN250	Bidder's Company Name:	E.R. Snell Contractor, Inc.
Project NO:	PI 0017812	County:	FAYETTE
Let No:		Let Date:	10/01/24
		Total BID:	\$3,530,969.02
The Required DBE Goal on This Contractis:		7.0%	

I Propose To Utilize The Following DBE Contractors:

List of DBE Participants

Vendor Number	DBE Name/Address (City, State)	Type of Work	CERT Type	Work Code	Race Conscious	Amount
2CG050	C&G Concrete Construction 1445 Willingham Drive East Point, GA 30344	Flatwork	DBE		◆	\$78,920.00
2MA699	Jake Martin & Son Construction P.O. Box 222 Gainesville, GA 30503	Grassing	DBE		◆	\$73,319.00
18259	Triple R Paving & Construction 6694 Stone Ct Rex, GA 30273	Dirt Shoulder Building	DBE		◆	\$104,400.00
					◆	
					◆	
					◆	
					◆	
					◆	
Total:						\$256,639.00

***For Departmental use only. Do not fill in Workcodes.**

Please Note: Only 60% of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

FAYETTE COUNTY
FEDERAL-AID RESURFACING PROGRAM



CONTRACT DOCUMENTS

FOR

Bid No. #2428-B

PI 0017812

Resurfacing Program at 8 locations

85 Connector, New Hope Rd, Banks Rd (West), Banks Rd (East), Kelly Dr/Kelly Green, McIntosh Trail, Ebenezer Rd, and Dogwood Trail



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettedcountyga.gov

September 19, 2024

Subject: ITB #2428-B Fayette County Resurfacing FY2022 - Construction
Addendum #1

Gentlemen/Ladies:

Below, please find responses to questions, clarification, or additional information for the above referenced ITB. You will need to consider this information when preparing your bid.

1. **What is the limited duration or expected duration of the project?** The ITB has been updated to include the bid advertisement which states the successful bidder will have up to 210 consecutive calendar days to complete the work upon receipt of a NTP to construction from Fayette County. Refer also to the General Notes for other time/schedule requirements.
2. **When does the County anticipate giving the notice to proceed for the project?** Request to Award is anticipated to be included on the October 24, 2024, BOC Meeting agenda. Notice to Proceed is dependent on the timeframe the contractor provides required documents back to the County.
3. **Will the County allow the contractor to wet cure the Cement Stabilized Base Course in lieu of the 89 Surface Treatment Layer?** No, the contractor shall adhere to the bituminous prime curing and surface treatment requirements for the Cement Stabilized Base Course (CSRB) as stipulated in the Specifications and or Special Provision 315 as applicable.
4. **Will the County provide and pay for the testing of the Cement Stabilized Base Course?** No, the County will not provide or pay separately for testing of the CSRB. It is the Contractor's responsibility to provide testing of CSRB and related constituents as it is being mixed and placed to ensure conformance with Section 315. The Georgia Department of Transportation has agreed to provide limited materials acceptance testing of completed work only.
5. **Is a material transfer vehicle (MTV) or Shuttle Buggy required for placement of the 19mm and 112.5mm asphalt?** No, material transfer vehicles (MTV's) or shuttle buggies are not required for placement of the 19mm and 12.5mm asphalt mixes.

Received by (Name): TAWKA Company E.R. Snell Contractor Inc.

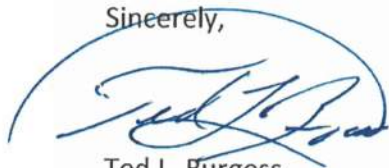
Note: If this addendum is not returned to the Fayette County Purchasing Department or if it is returned not signed, responding individuals, companies or other organizations will still be responsible for the requirements of this addendum and the specifications or changes herein.

The opening date for this ITB has not changed. **The opening time and date are 3:00 p.m., Friday, September 27, 2024.** Bids must be received by the Purchasing Department at the address above, Suite 204, at or before the opening date and time.

The deadline for inquiries has passed, so the Purchasing Department will not be able to accept any additional questions after this time.

If you have questions, please contact Sherry White, Contract Administrator at (770) 305-5314, fax (770) 719-5544 or email at swhite@fayettecountyga.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a circular blue ink scribble.

Ted L. Burgess
Chief Procurement Officer

TLB/sw



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

September 25, 2024

**Subject: ITB #2428-B Fayette County Resurfacing FY2022 - Construction
Addendum #2**

Gentlemen/Ladies:

Below, please find responses to questions, clarification, or additional information for the above referenced ITB. You will need to consider this information when preparing your bid.

**Due to unforeseen weather conditions, the bid due date has changed to 3:00p.m.,
Tuesday, October 1, 2024.**

Received by (Name): Company E.R. Snell Contractor Inc.

Note: If this addendum is not returned to the Fayette County Purchasing Department or if it is returned not signed, responding individuals, companies or other organizations will still be responsible for the requirements of this addendum and the specifications or changes herein.

The opening date for this ITB has changed. **The opening time and date are 3:00 p.m., Tuesday, October 1, 2024.** Bids must be received by the Purchasing Department at the address above, Suite 204, at or before the opening date and time.

The deadline for inquiries has passed, so the Purchasing Department will not be able to accept any additional questions after this time.

If you have questions, please contact Sherry White, Contract Administrator at (770) 305-5314, fax (770) 719-5544 or email at swhite@fayettecountyga.gov.

Sincerely,

Ted L. Burgess
Chief Procurement Officer

TLB/sw

**Fayette County, Georgia
Checklist of Documents to Return**

(Please return this checklist and the documents listed below with your submittal)

ITB #2428-B: FAYETTE COUNTY RESURFACING FY 2022 - CONSTRUCTION

Bid Bond (pg. 6) ✓

Company Information Form (pg. 11) ✓

Bid Price Sheet (pg. 12-13) ✓

Exceptions to Specifications (pg. 14) ✓

References Form (pg. 15) ✓

Signed addenda, if any are issued ✓

DBE Goals Form (pg. 17) ✓

Georgia Security and Immigration Compliance Act Affidavit (pg. 19) ✓

Department of Transportation Federal Aid Certification (pg. 20) ✓

State of Georgia Non-Collusion Certification (pg. 22) ✓

State of Georgia Sexual Harassment Prevention Policy (pg. 23-24) ✓

COMPANY NAME: E.R. Snel Contractor Inc.



Document A310™ - 2010

Bid Bond

BOND NUMBER: N/A

CONTRACTOR:

(Name, legal status and address)
E.R. Snell Contractor, Inc.
1785 Oak Road
Snellville, GA 30078

SURETY:

(Name, Legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)
Fayette County
140 Stonewall Avenue West
Fayetteville GA 30214

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT: P1# 0017812 | Bid # 2428-B

(Name, location or address, and Project number, if any)
Resurfacing Program - 8 Locations
85 connector, New Hope, Banks (W), Banks (E)
Kelly Dr | Kelly Green, McIntosh, Ebenezer, Dogwood Trail

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of October, 2024.

Kelly Pellard
(Witness)

E.R. Snell Contractor, Inc.
(Contractor as Principal) [Signature] *(Seal)*
(Title) Vice President



Murray C. Kerin
(Witness)

Travelers Casualty and Surety Company of America
(Surety) [Signature] *(Seal)*
(Title) David C. Eades, Attorney-in-fact

	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company
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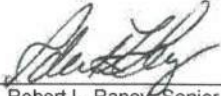
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID C EADES** of **ATLANTA, Georgia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of October 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

COMPANY INFORMATION

ITB #2428-B: Fayette County Resurfacing FY 2022 - Construction

A. COMPANY

Company Name: E.R. Snell Contractor, Inc.

Physical Address: 1785 Oak Rd

Snellville, GA 30078

Mailing Address (if different): N/A

Website (if applicable): ersnell.com

B. AUTHORIZED REPRESENTATIVE

Signature: 

Printed or Typed Name: Tom Clower

Title: Vice President

E-mail Address: notices@ersnell.com

Phone Number: 770-985-0600

C. PROJECT CONTACT PERSON

Name: Ben Schaffer

Title: Vice President

E-mail Address: bschaffer@ersnell.com

Phone Number: 770-985-0600

E.R. Snell Contractor, Inc.
1785 Oak Road
Snellville, GA 30078

BID PRICE SHEET
BID PRICE SHEET PAGE 1 OF 2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
150-1000	TRAFFIC CONTROL	LS	1.00	446,500.00	446,500.00
163-0232	TEMPORARY GRASSING	AC	6.32	525.00	3,318.00
210-0200	GRADING PER MILE	LM	10.627	12,600.00	133,900.00
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION 315)	TN	313.00	215.00	67,295.00
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	12,149.00	11.25	136,676.25
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	915.00	241.00	220,515.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13,378.00	98.50	1,317,733.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,769.00	90.60	250,871.40
413-0750	TACK COAT	GL	15,875.00	1.00	15,875.00
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL AND H LIME	TN	2,560.00	110.55	283,008.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	184,380.00	1.90	350,322.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	30.00	145.00	4,350.00
441-4050	CONC VALLEY GUTTER WITH CURB, 8 IN	SY	294.00	161.00	47,334.00
441-6012	CONC CURB & GUTTER, 6" X 24", TP 2	LF	317.00	98.75	31,303.75
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3.00	5020.00	15,060.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	3.00	684.00	2,052.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3.00	89.50	268.50
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	30.00	89.50	2,685.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	6.00	158.00	948.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	916.00	9.20	8,427.20
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,665.00	2.90	4,828.50
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	23.12	2000.00	46,240.00

E.R. Snell Contractor, Inc.
1785 Oak Road
Snellville, GA 30078

BID PRICE SHEET
BID PRICE SHEET PAGE 2 OF 2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	20.11	2310.00	46,454.10
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.25	2000.00	500.00
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	2.85	2310.00	6,583.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	45.00	4.75	213.75
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	621.00	4.75	2,949.75
654-1001	RAISED PVMT MARKERS TP 1	EA	2,816.00	4.75	13,376.00
654-1002	RAISED PVMT MARKERS TP 2	EA	375.00	4.75	1,781.25
654-1003	RAISED PVMT MARKERS TP 3	EA	112.00	4.75	532.00
700-6910	PERMANENT GRASSING	AC	12.62	1050.00	13,251.00
700-7000	AGRICULTURAL LIME	TN	25.22	210.00	5,296.20
700-8000	FERTILIZER MIXED GRADE	TN	2.54	2630.00	6,680.20
700-8100	FERTILIZER NITROGEN CONTENT	LB	635.00	2.10	1,333.50
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	3,000.00	1.75	5,250.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	61,077.00	.61	37,256.97

TAC

TOTAL BID PRICE: \$ 3,530,969.02

CONTRACTOR NAME: E.R. Snell Contractor Inc.

END BID PRICE SHEET PAGE 2 OF 2



REFERENCES

Invitation to Bid #2428-B: Fayette County Resurfacing FY 2022 - Construction

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name Gwinnett County
 City & State Lawrenceville, Georgia
 Work or Service Provided 2023 Resurfacing District 1-5
 Approximate Completion Date 12/23
 Contact Person and Title Britton Lockhart
 Phone 770-822-8000 Email britton.lockhart@gwinnettcountry.com

2. Government/Company Name Henry County
 City & State McDonough, Georgia
 Work or Service Provided 2021 Resurfacing County Rds
 Approximate Completion Date 10/22
 Contact Person and Title Rogue Romero
 Phone 770-288-7623 Email rrmuniz@co.henry.ga.us

3. Government/Company Name City of Tucker
 City & State Tucker, Georgia
 Work or Service Provided 2022 Street Resurfacing
 Approximate Completion Date 12/22
 Contact Person and Title Ken Hildebrandt
 Phone 678-597-9040 Email khildebrandt@tuckerga.gov

COMPANY NAME E.R. Snel Contractor Inc.

ITB #2428-B: Fayette County Resurfacing FY 2022 - Construction

**GDOT REQUIRED
CONTRACTOR CERTIFICATION FORMS
FOR
LOCALLY ADMINISTERED FEDERAL AID PROJECTS**

**Georgia Department of Transportation
DBE Goals**

First Use: March 23, 1990

Vendor ID: 2SN250	Bidder's Company Name: E.R. Snell Contractor, Inc.	
Project NO: PI 0017812	County: FAYETTE	
Let No:	Let Date: 10/01/24	Total BID: \$3,530,969.02
The Required DBE Goal on This Contractis: 7.0%		

I Propose To Utilize The Following DBE Contractors:

List of DBE Participants

Vendor Number	DBE Name/Address (City, State)	Type of Work	CERT Type	Work Code	Race Conscious	Amount
2CG050	C&G Concrete Construction 1445 Willingham Drive East Point, GA 30344	Flatwork	DBE		◆	\$78,920.00
2MA699	Jake Martin & Son Construction P.O. Box 222 Gainesville, GA 30503	Grassing	DBE		◆	\$73,319.00
18259	Triple R Paving & Construction 6694 Stone Ct Rex, GA 30273	Dirt Shoulder Building	DBE		◆	\$60,000.00
					◆	
					◆	
					◆	
					◆	
					◆	
Total:						\$212,239.00

***For Departmental use only. Do not fill in Workcodes.**

Please Note: Only 60% of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater than the percentage required. If no goal is indicated, you may propose your own goal.

The DBE firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vendor Number	Company Name And Address (City and State)	Type Of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80,000.00 (60% = \$48,000.00)

*For Departmental use ONLY. Do not fill in WorkCodes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

Please Note: For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established "regular dealer" in the product involved, and not just a broker. A "regular dealer" would normally sell the product to several customers and would usually have product inventory on hand.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	E.P. Snell Contractor, Inc.
Solicitation/Contract No./ Call No. or Project Description:	PI# 0017812 Resurfacing Program @ 8 Locations

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

22114
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

11/22/07
Date of Authorization

E.P. Snell Contractor, Inc.
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Tom Clower
Printed Name (of Authorized Officer or Agent of Contractor)

Vice President
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

10/1/24
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

1st DAY OF October, 2024

Kelley Pollard
Notary Public

My Commission Expires: 5/5/28



DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

FEDERAL AID CERTIFICATION
(English Project)

Revised: April 19, 2024
First Use Date 2021 Specifications: April 16, 2021

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY

I further certify that I have / have not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have / have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 601.7 (b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Mr.Samuel Maiden
Regional Director, U. S. Department of Labor
Office of Federal Contract Compliance Programs, Region 4
Rm. 7B75
61 Forsyth St. SW
Atlanta, GA 30303

EXAMINATION OF PLANS AND SPECIFICATIONS

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications, 2021 Edition, the 2024 Supplemental Specifications modifying the 2021 Standard Specifications, and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor's name) _____, (Subcontractor's name) _____ certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

BOYCOTT OF ISRAEL

By signing and submitting this Contract and Pursuant to O.C.G.A. Sec. 50-5-85, Contractor hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

00

NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the under signed agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

1 - 9/19/24
2 - 9/25/24

E.R. Snell Contractor, Inc.
(COMPANY NAME)



[Handwritten Signature]

Signature of Contractor

Tom Clower

Printed Name of Signee

Vice President

Title

**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (d) Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

E.R. Snel Contractor, Inc.
[Contractor Name]



Signature of Contractor

Tom Clower

Printed Name of Signee

Vice President

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102448987-GAW-24-25	CONTACT NAME: Charlotte Fraser PHONE (A/C No. Ext): 404-862-1831 E-MAIL ADDRESS: Charlotte.fraser@marsh.com	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Greenwich Insurance Company	NAIC # 22322
	INSURER B: XL Specialty Insurance Company	NAIC # 37885
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-005798903-04 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X/C/U <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Deductible: \$250,000		CGD740993604	01/01/2024	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAD740993704	01/01/2024	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	CWG740993404 (NC, SC, & AL)	01/01/2024	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid No. #2428-B - PI 0017812 - Resurfacing Program at 8 Locations.

Fayette County, Georgia is/are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER Fayette County, Georgia 140 Stonewall Avenue West Fayetteville, GA 30214	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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AGENCY CUSTOMER ID: CN102448987

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED E. R. Snell Contractor, Inc 1785 Oak Road Snellville, GA 30078	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Coverage: Workers Compensation. Officers are Included.
 State: Georgia
 Carrier: XL Specialty Insurance Company
 Policy Number: CWE740993504
 Effective Date: 01/01/2024
 Expiration Date: 12/31/2024
 WC Limit: Statutory
 Employers Liability Limit: \$1,000,000
 Each Accident Limit: \$1,000,000
 Each Employee Disease Limit: \$1,000,000
 SIR: \$650,000

Workers Compensation (NC,SC,AL):

Excluded Officers - : Scott Briscoe, Jared Snell, and Chandler Snell

POLICY NUMBER: CAD740993704

**COMMERCIAL AUTO
CA 20 70 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COVERAGE FOR CERTAIN OPERATIONS
IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: E.R. SNELL CONTRACTOR, INC.

Endorsement Effective Date: January 1, 2024
--

SCHEDULE

Scheduled Railroad	Designated Job Site
ALL SERVICES AND OPERATIONS PERFORMED ALONG RAILROAD RIGHT OF WAY AS REQUIRED BY WRITTEN CONTRACT.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

POLICY NUMBER: CGD740993604

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
ALL SERVICES AND OPERATIONS PERFORMED ALONG RAILROAD RIGHT OF WAY AS REQUIRED BY WRITTEN CONTRACT.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: CAD740993704

XIC 414 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
WHERE REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS.	ALL OPERATIONS

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. **You, while using a covered "auto"; or**
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating **a covered "auto" with your permission;**

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

**COMMERCIAL GENERAL LIABILITY
CG 20 40 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT (COMPLETED
OPERATIONS)**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

EXHIBIT E

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to

the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of this contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of Fayette County whose address is 115 McDonough Road Fayetteville, GA 30214 and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature
Name: Lee Hearn
Title: Chairman

APPENDIX B
Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	County of Fayette
Subrecipient's SAM number, Unique Identifier Number	CBMCEFY41D94
Federal Award Identification Number (FAIN)	693JJ22430000Y230GA0017812
Federal award date (see § 200.39 Federal Award Date)	04/30/2024
Amount of Federal Funds Obligated by this action	\$4,696,732.00
Total Amount of Federal Funds Obligated to the subrecipient	\$4,876,151.20
Total Amount of the Federal Award	\$4,884,151.20
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	FAYETTE COUNTY RESURFACING PROGRAM @ 9 LOCS - PHASE II
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	20.205
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	0%

This project must comply with all aspects of 2 CFR Part 200.

EXHIBIT H
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexualharassment-prevention-policy>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
3. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>
2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDICES

Appendix A	Fayette County Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Certification of Compliance with Annual Immigration Reporting Requirements/ No Sanctuary Policy/ Federal Law Enforcement Cooperation

APPENDIX A

FAYETTE COUNTY
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Chairman and duly authorized representative of Fayette County, whose address is 140 Stonewall Avenue West, Fayetteville, GA 30214, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

- 1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives 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 in 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;
- 2) 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 (b) of this certification; and,
- 3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

(Seal)

Name: Lee Hearn

Title: Chairman

Instructions for Appendix A Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of Fayette County, whose address is 140 Stonewall Avenue West, Fayetteville, GA 30214, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

Date

Signature

Name: Lee Hearn
Title: Chairman

APPENDIX C
CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX D

CERTIFICATION OF FAYETTE COUNTY

STATE OF GEORGIA

I hereby certify that I am the Chairman of FAYETTE COUNTY in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

FAYETTE COUNTY
Name: Lee Hearn
Title: Chairman

APPENDIX E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Table with 2 columns: Field Name and Value. Fields include P.I.# and Project Description, Sponsor's Name, and Sponsor's Address.

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47566
Federal Work Authorization User Identification Number
Authorization (EEV/E-Verify Company Identification Number)
County of Fayette
Name of Sponsor

7/17/2007
Date of

I hereby declare under penalty of perjury that the foregoing is true and correct

Lee Hearn
Printed Name (of Authorized Officer or Agent)

Chairman
Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF, 202

[NOTARY SEAL]

Notary Public – Marlena Edwards, Chief Deputy Clerk
My Commission Expires:

APPENDIX F

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Lee Hearn

Printed Name of Authorized Officer or Agent

Chairman

Title of Authorized Officer or Agent

Date

Preconstruction Status Report

PI NUMBER: 0017812 **FAYETTE COUNTY RESURFACING PROGRAM @ 9 LOCS - PHASE II**
COUNTY: Fayette **SPONSOR:** Fayette County **MEASURE:** E
LENGTH(MI): 12.39 **MPO:** Atlanta TMA **DESIGN FIRM:** EXP **BASELINE LET DT:** 5/15/24 **MGMT LET DT:** 6/21/24 **PRINT DATE:** 11/11/24
PROJ NO: FA-100C **TIP#:** FA-100C **PRIORITY CD:** EXP **SCHED LET DT:** 11/4/24 **MGMT ROW DT:** **PAGE:** 1
PROJ MGR: Mckown, April **MODEL YR:** **DOT DIST:** 3 **ENV DOC TYPE:** Roadway **WHO LETS?:** Local Let
AOHD INITIALS: ATC **TYPE WORK:** Resurface & Maintenance **CONG. DIST:** 003, 013 **ENV CONSULTANT:** In House **LET WITH:** 0
OFFICE: Program Delivery **CONCEPT:** MIL/INLAY **COMPLETE STREETS:**
CONSULTANT: Local Design, Reimbursed by GDOT funds **PROG TYPE:** Maintenance

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
8/7/23	11/27/23	Environmental Document Approval Summary (11412 through 18100)	5/15/23	11/27/23	5/15/23	11/27/23	100
11/8/23	11/8/23	FFPR Inspection	3/26/24	3/26/24	3/26/24	3/26/24	100
3/7/24	3/7/24	Submit Final Plans	5/24/24	5/24/24	5/24/24	5/24/24	100

Construction : DBE goal set 2-28-24 = 7%
Design : Eugene Hopins with EXP | eugene.hopkins@exp.com
EIS : Certified JUN24 LET | Certified 05APR24| Cert for LET apvd 05APR24; PCE RVL apvd 03APR24; PCE apvd 27NOV23| Qadimasil 05APR24
Engr Services : WDT: 19FEB2024 rec'd FFPR request. MC: 02APR2024 Sent out FFPR Report. MC: 09APR2024 Accepted FFPR Responses.
Programming : ADDED BY ARC
Railroad : Local let Resurfacing project - Spec prov will be required. Locals to do coordination. 11/28/23 Gave Mark Lawing the CSX SP to put in the project documents.
Utility : UTL CERT 3.22.24 FB; On Schedule | Waiting on Local Certification Package | 3/4/24

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2021	2021			\$224,274.00	Z230	AUTHORIZED	2/3/21
CST	2024	2024			\$5,880,915.00	Y230	AUTHORIZED	4/30/24

	COST EST AMTS	Activity	STIP AMOUNTS	Fund
PE	\$224,274.00	PE	\$224,274.00	Z230
CST	\$5,880,915.00	CST	\$7,091,787.50	Y230

Project Manager

Other: 83% Invoiced. PE Charge No. 0017472. LG recognizes 2024 paving season is at risk.
 Schedule: CST funds Authorized. Next Milestone is NTP for CST. Award package to OPD 10/21; Low bid within budget; Low bid concurrence received from the DCM; Contract is being prepared for execution as of 11/6/2024.
 FFPR Status: Response approved 4/9.
 Lckdwn Plans: N/A
 404/SBV: N/A
 CFFPR: 2/16
 UTL: Certified 3/22
 ROW: Certified 1/9
 ENV: Cert for let 4/5
 CST Auth: 4/30; DBE 7%
 PS&E: OPD Rcvd 5/23.
 Cst Est: CST \$5,880,915.00 @ 2/13
 NTP to Ad: 8/15
 Bid Open: 10/1
 CST Agrmnt to Locals: by 11/4
 NTP for CST: by January 2025
 11/6/24 AM/AL/ML

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Option #1, to have the Fayette County Marshal's Office to occupy the Old Courthouse or Option #2, to enter an agreement to have the Fayette County Historical Society occupy the additional space on the 2nd and 3rd floors. This item was tabled at the December 12, 2024 Board of Commissioners Meeting.

Background/History/Details:

The Old Courthouse was previously leased to the Fayette County Development Authority and the City of Fayetteville Mainstreet Tourism Association, both governmental entities. In January 2013, the County entered an Intergovernmental Agreement (IGA) with Fayetteville Mainstreet for use of the Old Courthouse to promote tourism and economic development. In 2021, Mainstreet vacated the premises and the Fayette County Historical Society moved in to occupy the first floor. In September 2024, the Development Authority moved out, leaving the 2nd and 3rd floors of the Old Courthouse vacant.

Of the departments within the County, the Marshal's Office has requested to move into the 2nd and 3rd floors. A request was also received from the Historical Society to occupy the 2nd and 3rd floors, in addition to the first floor. They currently occupy the first floor. The City of Fayetteville Development Authority withdrew a request to occupy the building.

Option #1- Renovation for the Marshal's Office's request estimated total is \$41,400. If approved, the \$41,400 will come from General Fund Project Contingency and a new project will be created. The funding and new project will need to be approved by the Board as part of the motion.

What action are you seeking from the Board of Commissioners?

Approval of Option #1, to have the Fayette County Marshal's Office to occupy the Old Courthouse or Option #2, to enter an agreement to have the Fayette County Historical Society occupy the additional space on the 2nd and 3rd floors.

If this item requires funding, please describe:

Renovation for the Marshal's Office's request estimated total is \$41,400. If approved, the \$41,400 will come from General Fund Project Contingency 375 579000 and a new project will be created.

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: [This item was tabled to the January 9 meeting](#)

Consideration of Option #1, to have the Fayette County Marshal's Office to occupy the Old Courthouse or Option #2, to enter an agreement to have the Fayette County Historical Society occupy the additional space on the 2nd and 3rd floors.

Background/History/Details:

The Old Courthouse was previously leased to the Fayette County Development Authority and the City of Fayetteville Mainstreet Tourism Association, both governmental entities. In January 2013, the County entered an Intergovernmental Agreement (IGA) with Fayetteville Mainstreet for use of the Old Courthouse to promote tourism and economic development. In 2021, Mainstreet vacated the premises and the Fayette County Historical Society moved in to occupy the first floor. In September 2024, the Development Authority moved out, leaving the 2nd and 3rd floors of the Old Courthouse vacant.

Of the departments within the County, the Marshal's Office has requested to move into the 2nd and 3rd floors. A request was also received from the Historical Society to occupy the 2nd and 3rd floors, in addition to the first floor. They currently occupy the first floor. The City of Fayetteville Development Authority withdrew a request to occupy the building.

Renovation for the Marshal's Office's request estimated total is \$41,400.

The only new cost for Historical Society is the request to replace or correct the monument sign outside of the building. There is minimum, to no cost to correct the signage.

What action are you seeking from the Board of Commissioners?

Approval of Option #1, to have the Fayette County Marshal's Office to occupy the Old Courthouse or Option #2, to enter an agreement to have the Fayette County Historical Society occupy the additional space on the 2nd and 3rd floors.

If this item requires funding, please describe:

Renovation for the Marshal's Office's request estimated total is \$41,400.

The only new cost for Historical Society is the request to replace or correct the monument sign outside of the building.

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:

FY2025 CIP / CAPITAL - PROJECT REQUEST FORM

Project Code: (for Finance use only)

All fields must be completed for submission. Incomplete forms will be rejected.

1. Project Name:

2. Department:

Department Contact(s):

3. Is this a construction project? Yes/No If yes, is a permit required?

3a. If this is a continuation or add-on to an existing project, provide the full account number (include existing project number):

Total Requested Project Funds by Fiscal Year (\$):		Other Funding Sources:		Other Funding Source Type:
FY25	<input type="text" value="30,750"/>	FY25	<input type="text"/>	<input type="text"/>
FY26	<input type="text"/>	FY26	<input type="text"/>	<input type="text"/>
FY27	<input type="text"/>	FY27	<input type="text"/>	<input type="text"/>
FY28	<input type="text"/>	FY28	<input type="text"/>	<input type="text"/>
FY29	<input type="text"/>	FY29	<input type="text"/>	<input type="text"/>

5. Estimated Total Cost (\$): 6. Estimated Useful Life:

7. Detailed Project Description/Cost Breakdown:
 Include as much information as possible. If necessary, attach additional sheets. *Requests with insufficient detail will be returned.*

Separate Detail Sheet Attached: Yes/No

8. Start Date (estimate): 8a. Completion Date (estimate):

9. Project Cost - Budget Line Items (Object Code)

Account Description	\$ Amount
541110 - Land	<input type="text"/>
541111 - ROW	<input type="text"/>
541210 - Other Improvements	<input type="text" value="#####"/>
541320 - Building and Structures	<input type="text"/>
Total Project Cost	\$ 30,750

10. Impact on Operating Budget
 (Future Annual Fees/Cost to any M&O Account)

Budget Line Items	Annual Amount (\$)
Personnel Costs	<input type="text"/>
Maintenance/Repairs	<input type="text"/>
Capital Outlay	<input type="text"/>
Utilities	<input type="text"/>
Other	<input type="text"/>
Total	\$ -

Equipment				
Item	Model Number	Qty.	Price	Total
Fortinet FortiSwitch Network Switch	FS-148F-FPOE	1	\$1,900	\$1,900
Fortinet FortiGate Firewall	FG-40F	1	\$600	\$600
Fortinet FortiAP WiFi Access Point	FAP-231F-A	2	\$600	\$1,200
Tripp Lite 15U Wall Mount Locking Rack	SRW15US	1	\$550	\$550
Mitel 6940 IP Phone	6940	5	\$400	\$2,000
Cisco Analog Telephone Adapter	ATA192-3PW-K9	1	\$150	\$150
APC Smart-UPS 1500	SMC1500C	1	\$550	\$550
Oeveo UPS Wall Mount	UNVM-600	1	\$60	\$60
3ft. Cat6 Patch Cables	Monoprice SlimRun	20	\$3	\$60
10ft. Cat6 Patch Cables	Monoprice Flexboot	20	\$4	\$80
			Subtotal	\$7,150
Cabling				
Installation & testing of 20 Cat6 cable runs, including a 24-port patch panel & all necessary cable, jacks, wall plates & misc. supplies.				\$3,500
			TOTAL	\$10,650

Re: Send data from MFP14191055 08/14/2024 11:28

Brian Carnahan <bcarnahan@fayettecountyga.gov>

Wed 8/14/2024 4:19 PM

To: Lem Miller <lmliller@fayettecountyga.gov>; Anthony Ballard <aballard@fayettecountyga.gov>

Carpet for the new space on third floor is \$3,900. I hope we don't have to move the sprinklers and strobe is probably a couple hundred. So a rough estimate would be \$7,000.

Brian Carnahan
Building Maintenance Supervisor
770-320-6005
bcarnahan@fayettecountyga.gov



From: Lem Miller <lmliller@fayettecountyga.gov>
Sent: Wednesday, August 14, 2024 2:14 PM
To: Brian Carnahan <bcarnahan@fayettecountyga.gov>
Subject: Re: Send data from MFP14191055 08/14/2024 11:28

Lay out looks good. Just let me know when you get the final numbers so I can take it to Rapson. I appreciate the help.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Brian Carnahan <bcarnahan@fayettecountyga.gov>
Sent: Wednesday, August 14, 2024 1:33:01 PM
To: Lem Miller <lmliller@fayettecountyga.gov>
Subject: Re: Send data from MFP14191055 08/14/2024 11:28

I didn't include flooring and trim if needed also moving sprinkler and adding a strobe alarm.

Brian Carnahan
Building Maintenance Supervisor
770-320-6005
bcarnahan@fayettecountyga.gov



From: Lem Miller <lmliller@fayettecountyga.gov>
Sent: Wednesday, August 14, 2024 12:06 PM
To: Brian Carnahan <bcarnahan@fayettecountyga.gov>
Subject: Re: Send data from MFP14191055 08/14/2024 11:28



Get a **\$50 Amazon Gift Card** instantly upon approval for **Amazon Visa**

Current Total: \$6,340.14
Savings: - \$50.00
Cost After Savings: \$6,290.14

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Shopping Cart

Subtotal (34 items): **\$6,340.14**

Price

Proceed to checkout



Correll SP1896PX-01 High Pressure Laminate Classroom,

\$288.80

Usually ships within 8 to 9 days
Shipped from: BisonOffice
FREE delivery **Sep 17 - 18**
Gift options not available. Learn more
Size: 18" x 96"
Style: Single Table
Color: Walnut

Qty: 8 Delete Save for later
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Subtotal (34 items): **\$6,340.14**

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Correll ST1872PX-07 - Black Granite, 18"x72... 21
\$330.32
Add to cart

EMMA + OLIVER 6-Foot Rectangular Wood... 4
\$94.00
Add to cart

Iceberg Premium Wood Laminate Folding Tab... 55
\$200.09
Only 14 left in stock (mor...
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OEF Furnishings 8' Seminar and 4' Folding Tables, 18"x96" Light... 1 offer from \$249.95
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Flash Furniture Gael 8' Wood Folding Trainin... 95
\$137.19
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Do you have a gift card or promotional code? We'll ask you to enter your claim code when it's time to pay.



Fayette County Historical Society, Inc.

195 LEE STREET • P.O. BOX 421 • FAYETTEVILLE, GEORGIA 30214

October 24, 2024

To Fayette County Commissioners

The Fayette County Historical Society (FCHS) was chartered as a nonprofit corporation in July 1971. Our purpose is to discover, collect, preserve, and make accessible to the public materials which establish and illustrate the history of Fayette County. The FCHS holds regular meetings for its members and the public, and conducts community outreach projects. The FCHS has been recognized for its work sharing our county's history with the public through the Georgia Historical Marker Program, and this year in November we will be awarded the Georgia Historical Society Affiliate of the Year Award for 2024.

Our current building at 195 Lee Street was built in 1948 and has 1800 square feet, it was used as the County Library until it was vacated in 1986. Thereafter it has been occupied by the Fayette County Historical Society for the past 37 years. In 1986 Fayette County's population was estimated at about 54,000 residents. From 1986 through 2023 more than 74,000 people moved to Fayette County and our population was estimated at 123,350. That is a lot of history to squeeze into a 1800 square foot building!

The Fayette County Historical Society Research Center is set up as a library with book shelves, a small kitchenette and a small bathroom. As it is designed as a library, there is not room for displaying many artifacts, items, ephemera or donations that we have. In addition, the shelves are not adjustable and we cannot store our Archival boxes easily. A lot of useful research items for visitors are stacked in boxes that are not easily reachable.

We also currently use the first floor of the Old Courthouse as a Museum and Welcome Center at 200 Courthouse Square. We also provide scheduling of the conference room for other non-profit organizations such as the ladies of the DAR. But we have so much more that we could do and that we could display for our citizens if we had use of the entire historic courthouse. If we had the room, we would like to add in revolving displays, have a genealogy research room, a meeting room and be able to hold bigger events for fundraising.

The FCHS has been offered by Family Search a five year contract for a Genealogy Center with computers, scanners, external resources and volunteers. We have partnered with their

organization to have them scan documents to be digitized from our inventory so that our community can access them from home or at our site. We have to have the space and volunteers to man this facility and think it will be an asset to our county. At present we do not have computers to allow the public to get online to access these records. The closest facilities for this would be Atlanta, East Point or Morrow. Our plan would be to have the Historical Society's Old Courthouse Museum and Welcome Center open between 4 to 5 days a week.

The with use of the Courthouse we would convert our Research Center and Library to a Military Research Center. We will house all the information there that we have on the Fayette County Veterans, the military books, and artificats from the Civil War. We have some donations of military uniforms, items from WWI and WWII that we would have more room for if we moved the genealogy and county history to the Courthouse. This building would be open by appointment and also at least two days per week.

In conclusion, the Board of Directors from the Fayette County Historical Society prays that you consider our request for continuing to occupy the Old Courthouse on the first floor, and also grant us the use of the 2nd and 3rd floor. It would be an assett to Fayette County to have an active building at the Courthouse and at Courthouse Square. It will be beneficial to the citizens of not only our county, but those who visit the Historical Society to research their Fayette ancestors. The use of the space of the Courthouse will be helpful to the Historical Society to make accessible to the public materials which establish and illustrate the history of Fayette County where after all, quality is a lifestyle.

Sincerely

Angela Pendleton, Fayette County Historical Society President

fayettehistoricalsocietyga@gmail.com

fayettehistoricalsociety.com

Please consider the following requests in addition to the request for use of the 2nd and 3rd floor of the Historic Courthouse at 200 Courthouse Square.

Requests for the Welcome Center and Museum:

Telephone and Internet

Permanent signage for the Welcome Center and Museum on each corner/or each door

OPTION #2 – HISTORICAL SOCIETY

Proposed Cost Estimates for Fayette County Historical Society if moved to 200 Courthouse Square 2nd and 3rd floor.

These are all estimated costs without proper measurements.

Display cases run from \$250 for small and \$2500 for large. (Although, we have often been lucky enough to get donated cases.) I would guess we would ultimately get between 6 and 10 cases *eventually*. For 10 cases: \$13,750 one time cost to historical society. We already have cases on 1st floor.

Shelving for banker boxes: \$4,000 one time cost to historical society.

Cost for Family Search research computers/scanners/equipment \$0

New signage for outside \$300 (not sure what County requirements are so I had to guess) one time cost other than regular maintenance.

Telephone & Internet bundle \$100 (guess) per month estimate currently covered by County. They probably get a deal with so many lines. It might be less.

Pest control \$30 month (at current building) covered by Historical Society

Insurance \$450.00 year (at current building- may increase with larger building) covered by Historical Society

Security System for both doors plus motion detectors in hall. \$180 year (at current building) covered by Historical Society

Moving costs: unknown + volunteers

I think this covers just about everything. Again, thanks for your help. I hope you and the commissioners visits us sometime soon at the Research Center.

Submitted by:

Angela Pendleton

Historical Society President



Fayette County Historical Society, Inc.

195 LEE STREET • P.O. BOX 421 • FAYETTEVILLE, GEORGIA 30214

National Trust for Historical Preservation- Preserving Black Churches African American Cultural Heritage
Action Fund

600 14th Street NW, Suite 500

Washington, DC 20005

Dear Preserving Black Churches Funders:

The Fayette Historical Society is proud to collaborate with the Flat Rock Foundation to create a documentary that captures the rich history of Flat Rock AME Church. At 170 years old, the church is the oldest African American church in Fayette County. Originating in 1854 as a place of worship for slaves, the church moved to its current location at 148 Old Chapel Lane in 1898. Since then, it has served continuously as a place of worship for African Americans and the greater Fayette County community.

Our historical records show that the church is deeply rooted in the community. It has served the educational and spiritual needs of the community throughout its rich history. So much so that in 2006 we partnered with the Fayette Heritage Project to sponsor the erection of a Georgia Historical Marker in front of the church and adjoining cemetery.

Given the rich history of the church and its continued impact in the Fayette County community, we are proud to collaborate with the Flat Rock Foundation and Flat Rock AME Church to create a documentary that shares Flat Rock's history and community impact. We believe that the documentary is another important medium we can use to share the history of Flat Rock AME Church. We look forward to the possibilities.

Sincerely,



On the Menu this Month:

We Are Family:

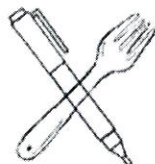
**Genealogy and Family History with Gail
Jenkins from the Fayette County Historical
Society.**

Friday, November 15

12:30 PM - 2:30 PM

*Lunch will be provided * Registration Required*

Call 770-487-1565 or email kate.chambers@tyronega.gov



LUNCH & LEARN
Tyrone Public Library



BOARD OF CURATORS

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LISA L. WHITE

September 16, 2024

Fayette County Historical Society
Attn: Ms. Angela Pendleton
P.O. Box 421
Fayetteville, GA 30214

Dear Ms. Pendleton,

It is with great pleasure that I write to inform you that the Fayette County Historical Society has been selected to receive the Georgia Historical Society's 2024 Affiliate of the Year Award. This award recognizes the outstanding efforts of organizations within the Affiliate Chapter Program to advance the mission of GHS to collect, examine, and teach Georgia history. The Fayette County Historical Society is being recognized for its ongoing support of the Georgia Historical Society, as a GHS Affiliate Chapter Member, and for its work with promoting history education in Fayette County through the Georgia Historical Marker Program.

We would like to present this award to you in person. We hope that this will provide the Fayette County Historical Society with an opportunity to draw positive attention to the good work that you do in your community. Please contact Elyse Butler, Manager of Programs and Special Projects, to discuss possible dates, times, and details of that presentation. She can be reached via email at ebutler@georgiahistory.com or by phone at 912.651.2125 ext.119.

Congratulations on this well-deserved honor and thank you for all that your organization has contributed toward the teaching of Georgia's history. We look forward to seeing you soon.

Very truly yours,



W. Todd Groce, Ph.D.
President and CEO

August 12, 2024

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THOMAS M. HOLZER
ROBERT S. JEPSON, JR.
BILL JONES III
DONALD KOLE
GRAVE GREER PHILLIPS
LISA L. WHITE

Ms. Merryll S. Penson
430 St. Ives Trace
Athens, GA 30606

Dear Ms. Penson:

Congratulations! Your application for a Georgia Historical Marker on the subject of "The Union Benevolent Aid Society" was approved at the Marker Review Committee meeting on August 2, 2024. At your convenience, please contact us to discuss next steps and potential dedication dates of the historical marker. Based upon this discussion, GHS staff will then provide a timeline to ensure that the desired date is met.

In the coming weeks, the Georgia Historical Society and the Georgia Historical Marker Committee will provide you with a proposed historical marker text. While any changes to the initial text must go back through the Committee for final approval, please do not hesitate to contact me with concerns or questions regarding the text as we will ensure all parties are happy with the final text before casting.

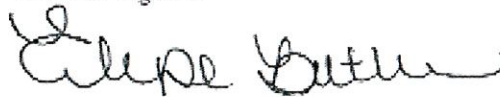
The committee has approved your marker for full matching funds; thus, your cost-share payment is only \$2,500. Please note that payment must be received at the Georgia Historical Society before your marker can be ordered. Once the order is placed, production time at the foundry is approximately eight to ten weeks.

Along with the marker cost-share, please provide GHS with a shipping address for the historical marker. Since the crated marker weighs nearly 200 pounds, you are encouraged to have it delivered to a location near the installation site. The installation of the marker will be your responsibility, so please discuss the installation with the property owner prior to delivery.

While the hardest part of the marker process is past, there are still numerous details involved. Enclosed you will find a document detailing the next steps.

Again, congratulations on the approval of your historical marker application. I look forward to continuing to work with you and I invite you to contact Breana James, Historical Marker and Program Associate (bjames@georgiahistory.com), with any questions you might have.

All best regards,

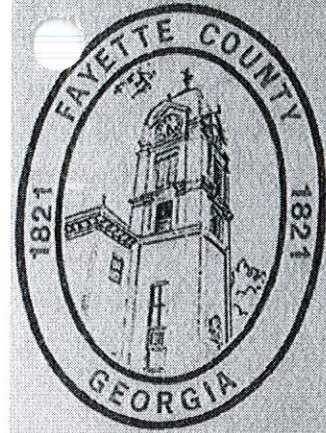


Elyse Butler
Manager of Programs and Special Projects

Enclosures

Timeline for The Union Benevolent Aid Society Historical Marker Project

- September 2024 – Invoice for the cost-share portion of the historical marker sent to sponsoring organization.
- December 4, 2024 - Georgia Historical Society will have an initial revised draft of the historical marker text to the primary contact of the historical marker application. GHS and the Fayette County Historical Society will work together to edit the text to ensure that all parties are satisfied with the end result.
- January 8, 2025 (or earlier) – Final historical marker text approved by all parties.
- January 15, 2025 (or earlier) - Historical marker order sent to the foundry by GHS. The casting of a historical marker typically takes 10-12 weeks, allowing for an additional week for delivery. The foundry requires the name and contact information of the person who will sign for the historical marker. The marker will not be delivered unless there is a representative available to sign for the marker when it arrives at your location.
 - The Installation of the historical marker is the responsibility of the sponsoring organizations.
- January 27, 2025 (or earlier) – Introduce Communications Director to applicant.
- March 12, 2025 – Historical marker dedication announcement sent to local elected officials and local GHS members by the Georgia Historical Society. This announcement is not an invitation but serves to let the public know the dedication is happening. Please note that this announcement does not require a response, so the sponsoring organizations should issue formal invitations to all who they wish to attend and/or speak at the dedication.
- April 9, 2025 – Historical marker dedication.



Fayette County Historical Society, Inc.

195 LEE STREET • P.O. BOX 421 • FAYETTEVILLE, GEORGIA 30214

June 17, 2024

New Hope Church and Cemetery Friends

The Fayette County Historical Society is interested in helping organizations such as the New Hope Church and Cemetery in researching and preserving the history of people from Fayette County. We believe it is important to have that research available to anyone wishing to research their family history.

A large part of the effort of this research is in cemeteries which may be the only historical record a person might have. Those who begin searching for their ancestors often start with the graves of ancestors to get the dates and determine the area where they once lived. Sometimes this might be the only historical record that the person may have.

The Fayette County Historical Society's publication of the Fayette County Cemetery book has a record of about 120 graves at New Hope Cemetery from when it was surveyed in 1997. Some of those graves once had a legible marker but time has eroded the inscription. Even so, many are merely marked with just a fieldstone.

We are hoping there are members of New Hope Church or volunteers who might remember where a person without a marked grave is buried. Or remember that a certain person was buried in the cemetery, even if they do not know the location of their resting place. Even if we cannot ever locate and identify an unmarked grave, it is still important to have that person's name listed in an updated survey for their families and future researchers.

fayettehistoricalsocietyga@gmail.com

Sincerely,

Angela Pendleton, President
Fayette County Historical Society

Volunteers

Fayette County
Historical Society
195 Lee Street
P.O. Box 421
Fayetteville, GA30214
Phone: (770) 461-9270



www.FayetteHistoricalSociety.com

From the Society's President

-Angela Pendleton, President

On certain nights there is a *fright*
That causes citizens to *shiver*.
There is a strange circulating light
Between Woolsey and Flint River!
—excerpt from Fayette and Other Verses
by D.C. Pratt

On October 20th at 3pm we are meeting at the Research Center on Lee Street to hear about the Legendary Ghost Stories from in and around Fayette County. Come visit us and listen to our members share some scary stories to tell in the dark while you have a sweet snack around our “camp fire”. Hear about the Woolsey Ghost, the Peter’s Woods stories, a spirit in the Holiday Dorsey Fife House and more. Wear a Halloween Hat and share your spooky story with us!

Scarecrows are coming to Downtown Fayetteville! Visit our scarecrow at the Old Courthouse

Museum and vote for ours as the best!! Go to **Main Street Fayetteville Facebook Events** to find out more information and how to vote starting October 1st. Vote for us!

Operating Hours

RESEARCH CENTER

6 PM - 9 PM Tuesday
10 AM - 1 PM Thursday
10 AM - 1 PM Saturday

OLD COURTHOUSE WELCOME CENTER AND MUSEUM

Thursday, Friday, Saturday 11 am - 3 pm

STARR'S MILL

2nd Wednesday each month 10 am - 2 pm
closed Dec-Feb

There all Along

Experiencing Holy Ground

By Richard McLean

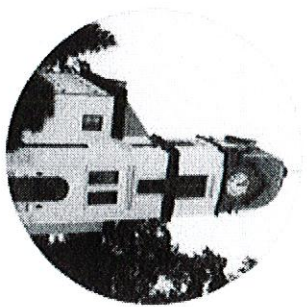
-an excerpt from page 31

The iconic image of Oliver (McLean) is captured in the word “walking!” I don’t ever remember him owning an automobile, I am not sure he ever did. One of my delightful memories was the occasional trip to Joe Bernhard’s store over on Hwy 85, the road from Atlanta to Columbus. We walked, and we talked. He measured a trip by one mile in 15 minutes. I wish I could remember his many stories which bonded me to him. Back then, these country stores, unlike the convenience stores of today, were gathering

places for men to get together and talk about life, crops, local politics, and many other subjects, including some kept from ears as young as mine. The ostensible reason for our journey was purchasing groceries and other items to take home, but the riches came in the walking and just being with him.

Contrary to our visit to Joe Bernhard’s store that followed Snead Road and other established byways, the straightest way to Winn Jackson’s store in Woolsey was cross country due east from the house through the woods. But traversing it with Oliver was every bit as interesting as walking down the road. I did enjoy the male bonding that occurred on these treks into the woods. I don’t remember much visually about the foray except emerging on the other side near what today is Antioch Road and Brooks road or Hampton Road, or sure what the names were in the 1930’s and 40’s. Probably the same. My earliest memory of the buildings on the left or north side of the road was the old one room schoolhouse and Uncle Johnny’s home, next to the Woolsey Baptist Church and cemetery where many of my kin were buried.





fayettecounthyhistoricalsociety

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175 posts

725 followers

100 following

FayetteCountyHistoricalSociety

Nonprofit organization

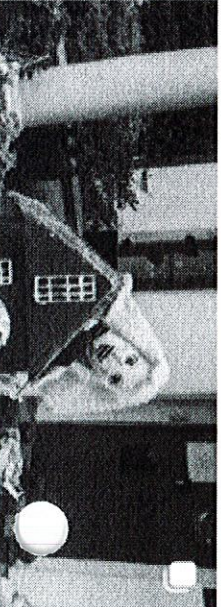
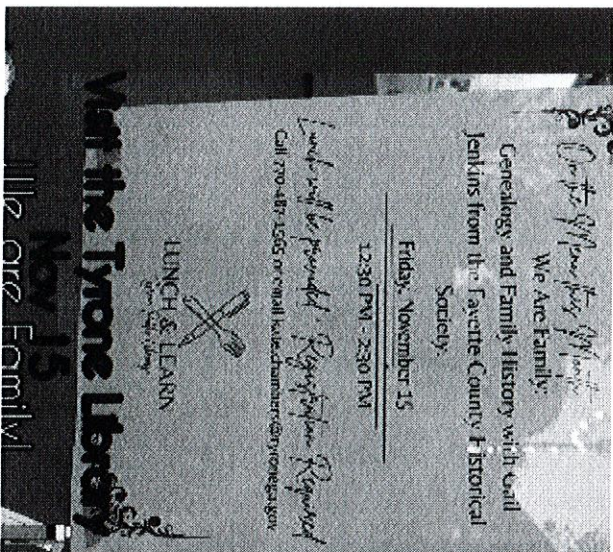
On TikTok Fayettecounthyhistoricalsociety #fayettecounthyhistoricalsociety

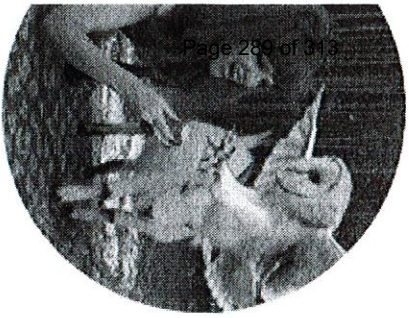
fayettehistoricalsociety.com/donate

POSTS

REELS

TAGGED





TikTok

fayettecountyhistoricalso Fayettecountyhistoricalso

Follow

Message



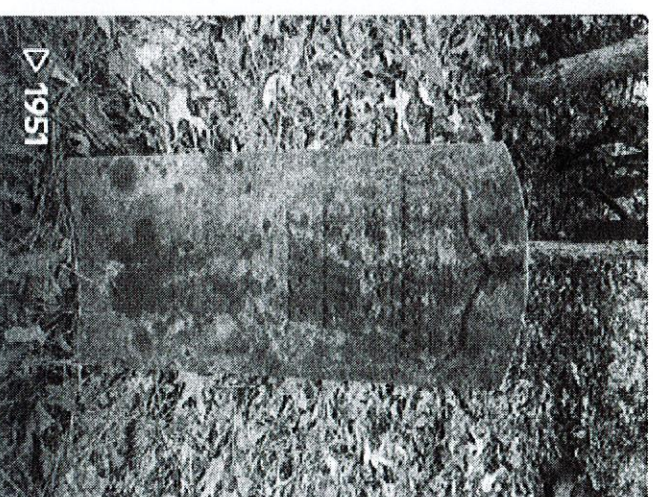
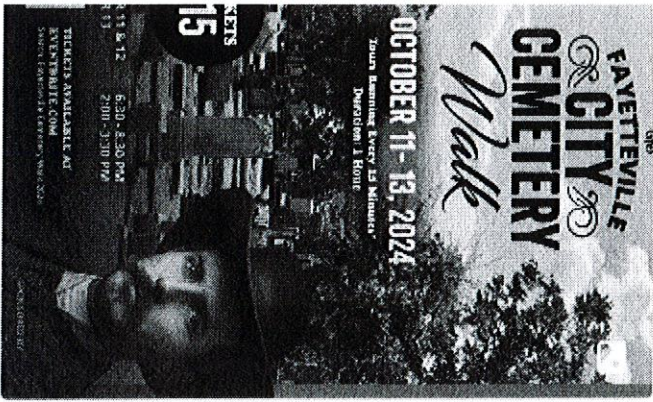
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29 Following 65 Followers 334 Likes

Fayette County Historical Society in Fayette County Georgia.

Videos

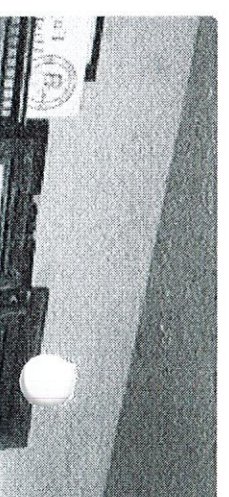
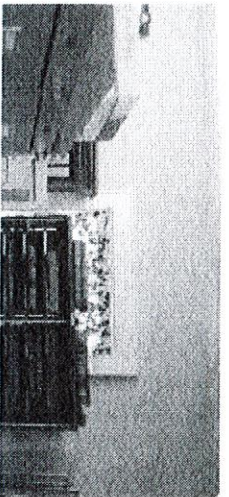
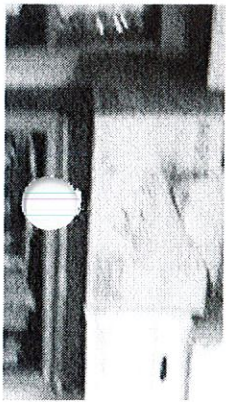
Liked



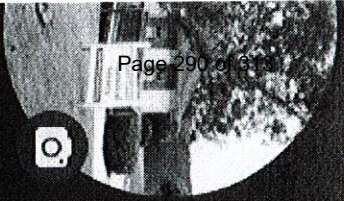
691

168

1951



Facebook



Fayette Co. Historical Society

3.1K likes • 3.6K followers



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- Reviews
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- Photos
- More

Heritage and genealogy research

[Edit bio](#)

Non-Governmental Organization (NGO)

Lee St, Fayetteville, GA, United States, Georgia

770-461-9270

lower9@yahoo.com

fhistorical.society.com

omote Website

in now

% recommend (Reviews)

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See dashboard

Edit



What's on your mind?

Live video

Photo/video

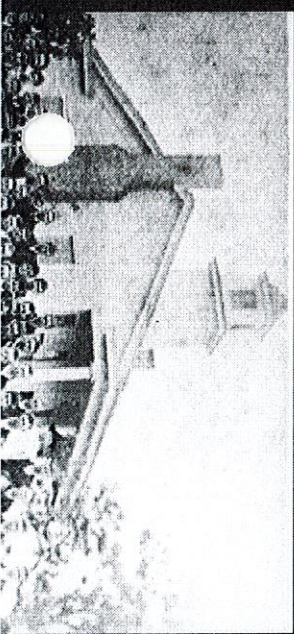
Reel

Featured



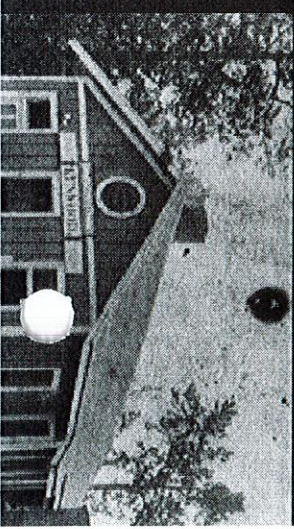
Fayette Co. Historical Society
June 19

Fayetteville Academy, 1850-1892.
Destroyed by cyclone.
by CB Glover



Fayette Co. Historical Societ
June 8

Kenwood, Ga. just north of Fayettevi
Ga.
...



The Fayette County Historical Society came about as a result of the county's sesquicentennial celebration that took place in Fayette County in the summer of 1971. After that weeklong celebration, it was realized that there was a need for an organization to promote and preserve the county's history. Bylaws and a charter were written and incorporation proceedings were started in early 1972.

On March 22, 1972 the first meeting was held at the F.A. Sams Auditorium in Fayetteville with the following officers elected from a nine member board. Robert H. (Bobby) Kerlin President, Carolyn Cary Vice-President, Vivian Dixon Secretary, Edwin Ellington Treasurer, and Virginia Bell Historian. The remaining board members included Frances C. Reeves, Lucy Redwine, Kathryn Langford and R.J. Hampton. It was decided to hold monthly meetings, with the first being in April 1972.

You are invited to help preserve our rich and intriguing past by becoming a member of the Fayette County Historical Society. Your membership supports our educational programs and historical collection that makes it possible for the future to learn from the past.

Annual Membership (March - February)

- \$1.00 Student**
- \$10.00 Individual**
- \$50.00 Sustaining**
- \$100.00 Business**
- \$100.00 Individual Patron**
- \$250.00 Lifetime, One time payment**

Become a member or renew your membership online

fayettehistoricalsociety.com

or mail your membership application to

PO Box 421

Fayetteville Georgia 30214



Phone: 770-461-9270

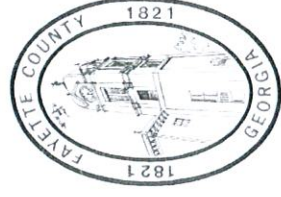
fayettehistoricalsocietyga@gmail.com



Fayette County Historical Society

195 Lee Street

Fayetteville, Georgia

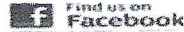




City of Fayetteville

Main Street Tourism

240 Glynn Street South • Fayetteville, Georgia 30214
Telephone (770) 461-6029 • Facsimile (770) 460-4238
www.fayetteville-ga.gov



CHAIRMAN
Cam Williams

BOARD
Cathy Cochran
Jolene Dinger
Len Gough
Patsy Gullett
Mike Hofrichter
Vicki Turner

DIRECTOR
Brian Wismer

PROGRAM MGR
Joyce Waits

June 1, 2016

Fayette County Development Authority
200 Courthouse Square
Fayetteville, GA 30214

Re: Main Street lease renewal

Mrs. DesLaurier,

Per the terms of the existing lease agreement between *City of Fayetteville Main Street Tourism* and *Fayette County Development Authority* dated January 17, 2013, please accept this letter as written notice of our intent to renew the lease term for an additional five years. This will create a new lease end date of August 31, 2021, subject to a 2nd, five-year renewal option at that time if both parties elect to continue. All other components of the lease shall remain intact.

Thank you,

Brian Wismer
Economic Development Director
Main Street/DDA/Southern Ground Amphitheater

STATE OF GEORGIA

COUNTY OF FAYETTE

ASSIGNMENT OF LEASE AGREEMENT AND LEASE AMENDMENT

THIS ASSIGNMENT OF LEASE AGREEMENT AND LEASE AMENDMENT is made and entered into this 19 day of August, 2021 (“Assignment”), by and among the FAYETTE COUNTY DEVELOPMENT AUTHORITY (the “Authority”), the CITY OF FAYETTEVILLE MAINSTREET TOURISM ASSOCIATION (the “Association”) and the FAYETTE COUNTY HISTORICAL SOCIETY (the “Society”).

WITNESSETH:

WHEREAS, the Authority and the Association entered into a certain lease agreement dated January 17, 2013 (the “Lease”); and

WHEREAS, the Association desires to vacate the Premises, as that term is defined in the Lease, and assign all of its right, title and interest in the Lease to the Society; and

WHEREAS, the Society desires to assume all right, title and interest of the Association in the Lease; and

WHEREAS, the Authority consents to this assignment to the Society all of the Association’s right, title and interest in the Lease; and

WHEREAS, the parties wish to amend Paragraph VI of the Lease;

NOW, THEREFORE, for and in consideration of the sum \$10.00, the mutual benefits flowing to and among the parties hereto, and other good a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound do hereby

agree as follows:

1.

The Association hereby transfers and assigns to the Society all of its right, title and interest in the Lease effective upon execution of this Assignment.

2.

The Society accepts and assumes all of the Association's right, title and interest in the Lease.

3.

The Authority consents to this assignment to the Society all of the Association's right, title and interest in the Lease.

4.

Paragraph VI of the Lease is amended to read as follows:

"Tenant's obligation to pay rent and all charges set forth in other portions of this Lease shall commence on the first day of the Lease Term and shall continue on the same day of each successive month thereafter until such term expires. The rent shall be zero (\$0) dollars per year."

5.

The last sentence of Paragraph VIII of the Lease is amended to read as follows:

"Tenant shall operate a Visitors' Welcome Center/Museum/Gallery on-site four (4) hours per day (11:00 a.m. – 3:00 p.m.), five (5) days each week (Tuesday – Saturday), excluding holidays."

6.

All other terms and conditions contained in the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to duplicate copies of this Assignment of Lease Agreement and Lease Amendment the day and date first above written.

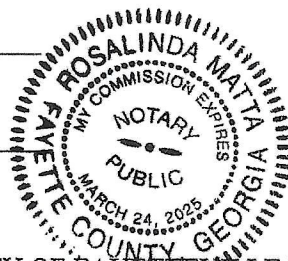
FAYETTE COUNTY DEVELOPMENT AUTHORITY

By: *Darryl Hicks*
Chairman

Attest:

Secretary

Rosalinda Matta
Notary Public



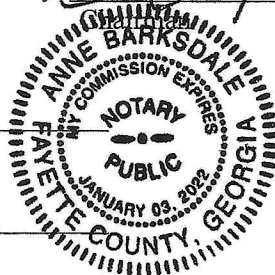
CITY OF FAYETTEVILLE MAINSTREET
TOURISM ASSOCIATION

By: _____

Attest:

Secretary

Ann Barksdale
Notary Public



FAYETTE COUNTY HISTORICAL SOCIETY

By: _____
President

Attest:

Secretary

Notary Public

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to duplicate copies of this Assignment of Lease Agreement and Lease Amendment the day and date first above written.

FAYETTE COUNTY DEVELOPMENT AUTHORITY

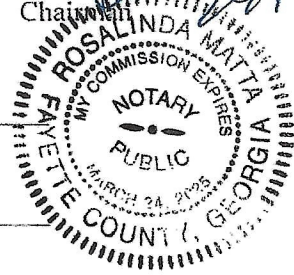
By: [Signature]

Chairman

Attest:

Secretary

[Signature]
Notary Public



CITY OF FAYETTEVILLE MAINSTREET TOURISM ASSOCIATION

By: _____

Chairman

Attest:

Secretary

Notary Public

FAYETTE COUNTY HISTORICAL SOCIETY

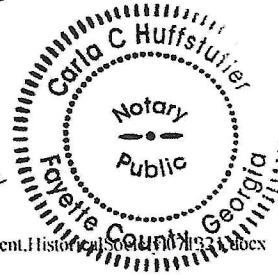
By: [Signature]
President

Attest:

Secretary

Notary Public

H:\FayetteCoDevelopmentAuthority\Contracts\LeaseAssignment&Amendment.HistoricalSociety\11-23-2022.docx



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve a recommendation from the Selection Committee comprised of Fayette County Staff, to reappoint Dr. William Yarde to the Fayette County Water Committee for a term beginning January 1, 2025 and expiring December 31, 2028.

Background/History/Details:

The purpose of the Water Committee is to fully explore water issues concerning Fayette citizens, to provide recommendations for short and long term priorities and goals, solicitation of federal funds, grants, etc., to assist with identification of funding sources, to assist with coordination between the County and the municipalities, to provide education in this community about water resources and to provide a forum for citizens to express concerns.

There was one citizen position available. The position was advertised in accordance with county policy 100.19; Board Appointment. Two contenders submitted applications for consideration. Interviews were conducted and the recommendation to the Board is to reappoint Dr. William Yarde for a term beginning January 9, 2025 and expiring December 31, 2028.

What action are you seeking from the Board of Commissioners?

Approval of a recommendation from the Selection Committee comprised of Fayette County Staff, to reappoint Dr. William Yarde to the Fayette County Water Committee for a term beginning January 1, 2025 and expiring December 31, 2028.

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

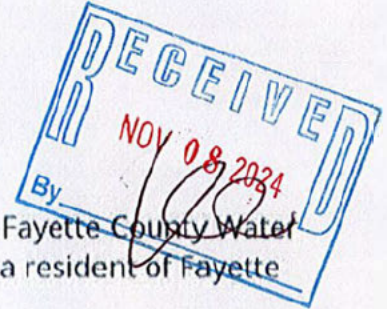
County Clerk's Approval

Administrator's Approval

Staff Notes:



APPLICATION FOR APPOINTMENT
Fayette County Water Committee



Thank you for your interest in being considered for appointment to the Fayette County Water Committee. Applicants must be a legal resident of the State of Georgia, a resident of Fayette County and a customer of the Fayette County Water System.

The Water Committee is comprised of seven voting members and two non-voting members who serve at the pleasure of the Board of Commissioners. Meetings are scheduled to be held on the second Wednesday of each month at 8:30 a.m. at 140 Stonewall Avenue West, Suite 100, Fayetteville, Georgia. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Water Committee meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please complete the form and answer the questions. Please return your completed application, with a resume if available, to Tameca P. Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, November 15, 2024.**

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME WILLIAM YARDE

ADDRESS 150 BRANDON MILL CIRCLE
FAYETTEVILLE GA 30214

TELEPHONE (home) 770 460-1231 (cell) [REDACTED]

(email address) [REDACTED]

[Signature]
Signature

11/6/2024
Date

APPLICATION FOR APPOINTMENT

Fayette County Water Committee

1. How long have you been a resident of Fayette County? **27 Years**
2. Why are you interested in serving on the Fayette County Water Committee? **I do believe that the water system is a critical, if not the most critical, component of the infrastructure of any community. Proper management, maintenance and distribution is essential for the health and very existence of any community.**
3. What qualifications and experience do you possess that should be considered for appointment to the Water Committee? **My life experiences, which includes being on the Board of Trustees for Kandahar Role Three Hospital while deployed. Part of this involved overseeing the production and distribution of water to over 50,000 troops from 2 wells on base. Also, having served on the Fayette County Water Committee for over a year afforded me the education and operation of the water system of this community.**
4. List your recent employment experiences to include name of company and position. **Retired United States Navy Neurosurgeon November 2017. Please see CV for board appointments since retirement**
5. Do you have any past experience related to this position? If so, please describe. **Fayette County Water Committee for over 1 year. Committee meetings dealt with water quality, distribution, infrastructure maintenance, contracts for installation and repairs of pipes and reservoirs/water towers. Similar experiences in Kandahar, Afghanistan along with the bottling of water for distribution.**
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? **Yes. Fayette county Water Committee**
7. Have you attended any Water Committee meetings in the past two years and, if so, how many. **Yes. Ten (10)**

8. Are you willing to attend seminars or continuing education classes at county expense?

Yes.

9. Would there be any possible conflict of interest between your employment or your family and you serving on the Water Committee? **No**

10. Are you in any way related to a County Elected Official or County employee? If so, please describe. **No**

11. Describe your current community involvement.

Vice Commander American Legion post 105.

Board member Fayette County Accountability Court.

Former Vice Chairman Fayette County Republican Party

12. Have you have been given a copy of the county's Ethics Ordinance? **Yes**

13. Is there any reason you would not be able to comply with the Ethics Ordinance? **No**

William Yarde MD CDR(Ret)

150 Brandon Mill Circle, Fayetteville, Georgia 30214

[REDACTED]

[REDACTED]

OBJECTIVE: Administrative position: CEO, XO, COO, CMO at Health Care Facility, Board member County or State Department.

PROFESSIONAL SUMMARY

Having recently retired from the United States Navy after 25 years of dedicated service, I am dedicated to serve my community as a consultant, board member or mentor at various institutions. I believe that given my life experiences, I will be an asset to any institution or department I am called upon to serve.

Qualifications include:

Neurosurgeon	Department Head	Director of Surgical Services
Board of Directors	Conflict Resolution	Combat Experience
Dependability	Adaptability	Loyalty

Professional Experience and accomplishments

7/2010-11/2017 Naval Medical Center San Diego, Staff Neurosurgeon

10/2012-11/2017 Naval Medical Center San Diego, Acupuncturist

7/2013-3/2014 Neurosurgeon/Director of Surgical Services Kandahar Role 3 Hospital, Afghanistan

7/2013-3/2014 Board of Director, Kandahar Role 3 Hospital, Afghanistan

1/2006 – 7/2010 Department Head, United States Naval Hospital, Okinawa Japan

7/2000-12/2005 Adjunct Professor, (Neuroscience and Neuroanatomy)
Morehouse School of Medicine

7/1998-12/2005 Neurosurgeon (private Practice)
Southern Crescent Neurosurgery, East Point Georgia

7/1997-6/1998 Neurosurgeon
South Atlanta Neurosurgery, Riverdale Georgia

7/1988-6/1991 General Medical Officer
United States Army, Fort McPherson and Fort Benning Georgia

Education and Training

MD: Morehouse School of Medicine, Atlanta, Georgia 1985

MHA: Master of Health Administration from The Pennsylvania State University, College of Health and Human Development, Department of Health Policy and Administration. December 2018

Certificate: Acupuncture, Helms Institute, San Diego California 2012

BSc Biology: Long Island University, Brooklyn, New York. 1978

Training:

7/1985-6/1988 Surgery Resident, Department of Surgery. Harlem Hospital, New York

7/1990-6/1991 Fellowship – Head Trauma, Department of Neurosurgery, University of Miami, Florida

7/1992-6/1997 Resident-Neurological Surgery, Department of Neurosurgery
University of Kansas, Kansas City, Kansas

Honor and Awards

1977-1978	Dean's List, Long Island University Brooklyn, New York
1978	Outstanding Student Graduating One Year ahead of class. Long Island University
1978	Fellowship, Microbiology, Long Island University, Brooklyn, New York
6/1990	Army Commendation Medal
2/1990	Army Achievement Medal
2/2006	Global War on Terrorism Service Medal
6/2010	Navy Commendation Medal
3/2014	Navy Commendation Medal with a star.
3/2014	Sharp Shooter Ribbon
3/2014	Navy and Marine Corps Overseas Service Ribbon
3/2014	NATO Medal
3/2014	Afghanistan Campaign Medal
3/2014	NATO Non-Article 5 Medal ((ISAF)

Research and Publications

- Involvement of the Alpha and Beta-adrenergic system in the producing of short term memory in rats. 1977-1978. New York University School of Medicine.
- Renal Cell Carcinoma Followed by a Cerebellar Mass. Kepes, JJ, Yarde, WL. Kansas Medicine 95:15-17, 1994. University of Kansas.
- Synovial Cyst of the lumbar Spine: Diagnosis, Surgical Management, and Pathogenesis. Yarde, WL, Arnold, PM, Kepes, JJ. Surgical Neurology 43:459-465, 1995
- Surgical Touch Artifacts of the Cerebral Cortex: An experimental Study with Light and Electron Microscope. Clinical Neuropathology 14:86-92, 1996
- Craniopharyngioma presenting as Korsakoff Psychosis, Kansas Medicine 96:22-24, 1995
- Visualization of infected Emboli Material (Polyvinyl alcohol) in Paraffin Secretions with Verhoeff-Van Gieson Elastic Stain. American Journal of Surgical Pathology 19 (96) 709-711, 1995

- Delayed Traumatic Hemorrhage (Ditch): Classification and Prevention. Abstract. Presented at AANS meeting March 1990

Professional Societies

Atlanta Surgical Society

Georgia Medical Association

California Medical Association

United States Navy Historical Society

Licensure

Georgia State Board, 31371

California Medical Board, G87330

New York Medical Board, 168106 (Inactive)

North Dakota Medical Board, PT 9387 (Inactive)

Kansas Medical Board, 3660 (Inactive)

Board Membership

Fayette County Accountability Court (2021 – Present)

Vice Chair American Legion Post 105 Fayetteville Ga (2022 – Present)

Fayette County Water Committee (2023 - Present)

Senior Vice Chairman Fayette County Republican Party (2023 – 3/2024)

OTHER APPLICANTS



APPLICATION FOR APPOINTMENT
Fayette County Water Committee



Thank you for your interest in being considered for appointment to the Fayette County Water Committee. Applicants must be a legal resident of the State of Georgia, a resident of Fayette County and a customer of the Fayette County Water System.

The Water Committee is comprised of seven voting members and two non-voting members who serve at the pleasure of the Board of Commissioners. Meetings are scheduled to be held on the second Wednesday of each month at 8:30 a.m. at 140 Stonewall Avenue West, Suite 100, Fayetteville, Georgia. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Water Committee meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please complete the form and answer the questions. Please return your completed application, with a resume if available, to Tameca P. Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, November 15, 2024.**

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME MARTINS OKONYE

ADDRESS 125 BRANCHWOOD CT,
FAYETTEVILLE, GA 30215

TELEPHONE (home) 404-563-0140 (cell) [REDACTED]

(email address) [REDACTED]

[Handwritten Signature]
Signature

10-22-2024

Date



APPLICATION FOR APPOINTMENT
Fayette County Water Committee

1. How long have you been a resident of Fayette County?

TWO YEARS

2. Why are you interested in serving on the Fayette County Water Committee? AS a Fayette County resident and cyber technologist, I aim to enhance water management through innovative, secure, and efficient technological solutions.

3. What qualifications and experience do you possess that should be considered for appointment to the Water Committee? I offer skills in information technology, Cyber Security, data analytics, and system optimization to enhance water management.

4. List your recent employment experiences to include name of company and position.

TEN YEARS TIRES - OWNER | CISO - NETWORK SECURITY WORK | OSINTS TECH SERVICES - IT SPECIALIST | VACASA - IT SYSTEMS ANALYST

5. Do you have any past experience related to this position? If so, please describe.

NO, but I bring valuable skills in data analysis, problem-solving, and innovation.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

NO

7. Have you attended any Water Committee meetings in the past two years and, if so, how many?

YES, I HAD ATTENDED TWICE.

8. Are you willing to attend seminars or continuing education classes at county expense?

YES, I DO.

9. Would there be any possible conflict of interest between your employment or your family and you serving on the Water Committee?

NO

10. Are you in any way related to a County Elected Official or County employee? If so, please describe.

NO

11. Describe your current community involvement. I actively participate in local tech initiatives, educational outreach, and Cyber Security awareness programs and a member of the Fayette County Democratic Committee.

12. Have you been given a copy of the county's Ethics Ordinance?

YES, I HAVE.

13. Is there any reason you would not be able to comply with the Ethics Ordinance?

I have no reason preventing me from fully complying with the ethics ordinance.

Martins Okonye

Fayetteville, GA | [REDACTED] | [REDACTED] | www.linkedin.com/in/mokonye/

Information/Cybersecurity Analyst.

Professional Summary

Innovative and detail-oriented Information Technology professional with over 3 years of experience in network security, systems analysis, and cybersecurity operations. Currently pursuing a Master's degree in Cyber Technology with a focus on Operations and Security Management. Proven expertise in securing critical infrastructure, enhancing IT systems, and developing security protocols across multiple sectors. Adept at leveraging generative AI for cutting-edge information security enhancements. Strong track record as a tech entrepreneur with a deep understanding of security frameworks, threat analysis, and risk management. Committed to continuous learning in a fast-paced IT environment.

Technical Skills

- Cybersecurity & Network Security: Threat analysis, risk mitigation, firewall, VPN, IDS/IPS, & network access control.
- Information Security Tools: SIEM (Splunk, SolarWinds), Nmap, Wireshark, Kali Linux, Metasploit, OpenVAS, Burp Suite.
- Cloud & Virtualization: AWS, Microsoft Azure, VMware, Docker, Kubernetes.
- Programming & Scripting: Python, Bash, PowerShell, Java, SQL.
- Security Standards & Compliance: ISO 27001, NIST Cybersecurity Framework, GDPR, HIPAA.

Non-Technical Skills

- Strong communication skills (both verbal and written) for translating technical concepts to non-technical stakeholders.
- Leadership and project management in cross-functional environments.
- Critical thinking and problem-solving under pressure.
- Team collaboration and client relations.
- Entrepreneurial mindset with a focus on invention, innovation and results.

Education

Master of Science in Cyber Technology | Clayton State University | Morrow, GA | Expected May 2025

Bachelor of Science in Information Technology | Clayton State University | Morrow, GA | GPA: 3.37 | Dec 2023

Certifications

- CompTIA Security+ (In Progress)

Work Experience

Tech Entrepreneur

Self-Employed | Fayetteville, GA | September 2024 – Present.

- Founded a cybersecurity startup focusing on threat detection and risk management solutions for small to mid-sized businesses.
- Ongoing development of proprietary network security tools to automate vulnerability assessments and intrusion detection.
- Collaborated with industry professionals to design a secure cloud infrastructure for data storage and business continuity.
- Ongoing development of AI-driven tools for advanced threat hunting and real-time monitoring of potential network intrusions.

Network Security Intern.

Office of Infrastructure, Georgia Department of Transportation | Atlanta, GA | June 2023 – December 2023.

- Assisted in the design and implementation of network security protocols across the department's infrastructure.
- Conducted vulnerability assessments using tools like Nessus and OpenVAS, remediating potential security risks.
- Monitored network traffic and incident reports through SIEM tools (Splunk), identifying and responding to potential threats.
- Played a key role in creating documentation for incident response protocols and network segmentation plans to improve security resilience.

Information Technology Support Specialist Intern.

Oshen's Tech Services | Atlanta, GA | February 2022 – January 2023

- Provided IT support for over 70 clients, troubleshooting hardware, software, and network performance issues.
- Assisted in setting up VPNs, configuring firewalls, and implementing endpoint security measures.
- Managed user access & privileges within the Windows Azure Active Directory environment, ensuring proper security policies.
- Collaborated on network upgrades to improve overall system performance and security.

IT Systems Analyst.

Vacasa | Atlanta, GA | March 2018 – January 2022

- Managed and maintained network security systems for over 50 remote users, ensuring operational efficiency and data integrity.
- Conducted regular security audits to ensure compliance with industry standards like GDPR and SOC 2.
- Developed and implemented IT policies to ensure data confidentiality and secure access controls.
- Collaborated with developers to enhance system security features, reducing the threat surface of internal applications.

Ongoing Project:

Generative AI for Information Security Enhancement

- Leading an ongoing research project on a suite of cybersecurity tools aimed at helping SMEs protect their network infrastructures, including an automated vulnerability scanner and incident response platform using AI-based threat detection.

Reference Available.

Upon Request

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Bid #2475-B Justice Center HVAC Roof Top Units (RTU) Replacements in the amount of \$676,477.00 to Wright Brothers, Inc.

Background/History/Details:

The Fayette County Justice Center, located at 1 Center Drive, Fayetteville, GA 30214, approaches its twenty (20) year mark. The roof top units have reached end of life per ASHRAE equipment life expectancy chart. The need to start the replacement process is crucial to prevent any major system failures/unexpected emergency costs. Advantages to replacing these units are, more energy efficient, lower the possibility of major disruptions, and possibly lowering the cost of replacement in an emergency situation.

What action are you seeking from the Board of Commissioners?

Approval to award Bid #2475-B Justice Center HVAC Roof Top Units (RTU) Replacements in the amount of \$676,477.00 to Wright Brothers, Inc.

If this item requires funding, please describe:

Sufficient funding is available in Project 241AG as part of the 2024 CIP 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:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Sherry White

Date: January 9, 2025

Subject: Contract #2475-B: Justice Center Roof Top Units (RTU) Replacements

The Purchasing Department issued Invitation to Bid #2475-B Justice Center Roof Top Units (RTU) Replacements to secure a contractor to provide and install four new HVAC units at the Justice Center.

Notice of the opportunity was emailed to 14 companies. Another 205 were contacted through the web-based Georgia Procurement Registry, who were registered under commodity codes #91450 Heating, Ventilating and Air Conditioning (HVAC), and #93648 (Industrial Equipment, Not Construction and Repair, or HVAC Maintenance and Repair). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, and the county website.

Seven (7) companies submitted bids (Attachment 1). One company submitted an exception stating they would not make any electrical changes during the project. Building Safety reviewed the project and stated electrical changes may be needed. This company was deemed non-responsive due to the fact if changes are necessary, they would not hold their bid price.

Building & Grounds recommends awarding to the lowest responsive contractor Wright Brothers Inc. The vendor currently provides HVAC maintenance for the county but has not provided new installation services, therefore both the Contractor Performance Evaluation (Attachment 2) and reference checks were performed. A positive response from their references were received.

Specifics of the proposed contract are as follows:

Contract Name	2475-B: Justice Center Roof Top Units (RTU) Replacements		
Vendor	Wright Brothers Inc.		
Not-to-Exceed Amount	\$676,477.00		
Budget:			
	Fund	375	Capital Project
	Org Code	10565	Building and Grounds
	Object	541210	Other Improvement
	Project	241AG	HVAC Rooftop Unit Replacement
	Available	\$785,000.00	as of 12/30/2024

FAYETTE COUNTY, GA



YEAR-TO-DATE BUDGET REPORT

FOR 2025 '13		JOURNAL DETAIL 2021 1 TO 2025 '13				
ORIGINAL APPROP	TRANSERS/ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED

241AG HVAC ROOF TOP UNIT REPL-JUSTICE/CTR									
37510565	541210	241AG OTHER IMPR	500,000	285,000	785,000	.00	.00	785,000.00	.0%
2024/01/001753 07/01/2023 BUC			500,000.00 REF				ORIGINAL BUDGET 2024		
2025/01/000014 07/01/2024 BUA			285,000.00 REF BUDGET				FY 2025 ORIGINAL BUDGET		

TOTAL HVAC ROOF TOP UNIT REPL-JUSTICE	500,000	285,000	785,000	.00	.00	785,000.00	.0%
TOTAL EXPENSES	500,000	285,000	785,000	.00	.00	785,000.00	
GRAND TOTAL	500,000	285,000	785,000	.00	.00	785,000.00	.0%

** END OF REPORT - Generated by Beth Gourley **

ITB #2475-B Justice Center Roof Top Units(RTU) Replacements

BID RECEIVING LOG

Tuesday, November 5, 2024

COMPANY NAME	EXTENDED UNIT PRICE
PEACHTREE SERVICE EXPERTS	\$905,677.00
JR HOBBS	\$810,631.00
CITYWIDE HVAC SPECIALISTS, LLC	\$770,207.00
AERAS MEP INC	\$745,238.00
TRANE US INC	\$704,226.22
WRIGHT BROTHERS	\$676,477.00
AIR SOUTH	\$667,788.36

PRICING SHEET
ITB #2475-B JUSTICE CENTER ROOF TOP UNITS(RTU) REPLACEMENTS

Responder agrees to perform all the work described in the Contract documents for the following prices:

Description	Quantity	Unit Price	Extended Unit Price
Roof Top Unit	4	\$169,119.25	\$676,477.00

NOTE: All applicable charges shall be included in your unit prices, including but not limited to all labor, administrative forces, materials, bond, mix design, testing, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

COMPANY NAME Wright Brothers Inc.

