



Board of County Commissioners Pre-Commission Meeting

December 19, 2023 | 4:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Mallory Jones
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Al Tillman

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

3. New Alcohol Beverage Licenses

- a. Raceway located at 5127 Mercer University Parkway, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- b. Sunoco Food Mart located at 2260 Shurling Drive, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- c. Taco Mac located at 5433 Bowman Road, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

4. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Continuation Award Allocation For Federal Fiscal Year 2024 In The Amount Of \$78,980.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Bibb County Solicitor General (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act

(“VOCA”) Continuation Award Allocation For Federal Fiscal Year 2024 In A Total Amount Of \$86,109.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Macon Judicial Circuit District Attorney’s Office (Sponsored by: Lester M. Miller, Mayor)

- c. A Resolution Of The Macon-Bibb County Commission Accepting Georgia Department Of Transportation Funding, In The Amount Of Up To \$329,721.02, For Costs Associated With The Runway 5-23 Extension Project At The Middle Georgia Regional Airport (Sponsored by: Lester M. Miller, Mayor)

5. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Georgia Mass Appraisal Solutions & Services, Inc., In The Amount Of \$90,000.00 Annually, For Five Years For The Maintenance Of Real Property Pricing Schedules, To Be Paid From The Tax Assessor’s Budget – Contract Labor, Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Warren Associates, Inc., In The Amount Of \$1,224,000.00 Construction And Renovation Of Cliffview Lake As A Park, To Be Paid From 2018 SPLOST Proceeds, Recreation, Cliffview Lake – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Hofstadter And Associates, Inc., In The Amount Of \$47,281.00, For Engineering Services Related To The Reconstruction And Repaving Of Mead Road, To Be Paid From 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Nelson Worldwide, LLC, In The Amount Of \$95,750.00, For Engineering Services Related To The Design And Needs Assessment For The Macon-Bibb County Courthouse, To Be Paid From 2018 SPLOST Funds, Judicial, Courthouse – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

6. Special Purpose Local Option Sales Tax

- a. Resolution Of The Macon-Bibb County Commission To Approve The Forty-Fourth Amendment To The 2018 SPLOST Project Timeline And Budget As Presented By The SPLOST Project Manager (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$730,000.00 From 2018 SPLOST Proceeds, To Be Allocated To SPLOST Projects As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

7. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation For The Transfer Of \$200,000.00 From The General Fund, Fund Balance In The FY24 Budget To Account For Emergency Repairs Adjacent To Fire Station No. 2 (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Engineering Department's Budget, In The Total Amount Of \$78,578.00, From The Property Construction Contracts Line Item To The Personal Services Major Component, As Described In Exhibit A, For The Purpose Of Funding The Transportation Safety Manager Position (Sponsored by: Lester M. Miller, Mayor)
- c. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$1,200,000.00 From Sponsored Programs Line Item 250.0368 – Public Safety, To Be Allocated To Various Public Safety Initiatives As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

8. Additions or Changes to the Macon-Bibb County Code

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Section 12-8 Of The Macon-Bibb County Code Of Ordinances, Now Reserved, For The Purpose Of Providing For The Free Distribution Of Menstrual Hygiene Products In Macon-Bibb County Facilities (Sponsored by: Lester M. Miller, Mayor)

9. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

Added to the December 12th Committee of the whole



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)					
*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	Wine *C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Brown Bag	\$300
Malt Beverage Taproom	\$2,500	Cocktail Room	\$2,500	Alcohol Beverage Caterer	\$600
				Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License.					
Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premises)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ _____ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ _____

Agent Information

1. Agent/Owner(s) must complete and sign the Agency Information Consent Form
2. Provide an Unexpired Identification Card issued by U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit Status
9. Planning and Zoning Compliance form
10. Original Affidavit from the Macon-Bibb County Engineer's Department
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.07/2021

Select One: ☐ New Business ☐ Change of location ☐ Change of Business**BUSINESS**Federal Tax ID #: 932-449-953 State Tax ID #: 20290288619Business Name: RaceWay Corporate and Trade Name: _____Local Business Address: 5127 Mercer University Dr. Macon, GA 31210
(P.O. Box Not Allowed) City State ZipMailing Address: 2514 Bradford Sq Ne, Atlanta, GA 30345
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478-475-4242) Email Address: 6833raceway@gmail.comContact Person: Mahadatta Timilsina Contact Phone #: (678-477-3512)**AGENT**Agent's Name: Mahadatta Timilsina Agent's Title: Manager

Date of Birth: _____ Social Security Number: _____

INDIVIDUAL/OWNER INFORMATIONWill the Agent named above also serve as the Applicant of this license? ☐ Yes ☐ No If no, complete the following:Owner/Individual's Name: Mahadatta Timilsina Title: Owner

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

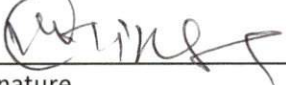
Full Name (print):	MAHADATTA TIMILSINA



This authorization is valid for 90/180/_____ (circle one) days from date of signature.



I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.



 Signature

08/21/2023

 Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

176

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	Prem Bahadur Baniya



This authorization is valid for 90/180/____ (circle one) days from date of signature.



I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature

[Handwritten Signature]

Date

09/07/2023

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) – Provides Georgia Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Food License
 [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from
GDOA [name of government entity], the undersigned applicant
 verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen.
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
Drivers license

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

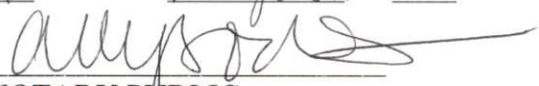
Executed in Tucker (city), Georgia (state).


 Signature of Applicant

MATTHEW T. TIMBER
 Printed Name of Applicant

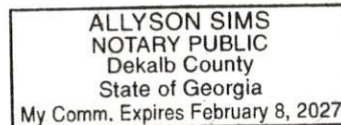
SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

19th DAY OF August, 20 23



NOTARY PUBLIC

My Commission Expires:



Pb

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**
- 2) X I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: HK MACON LLC

Printed Name of Applicant: Prem B. Baniya

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7th DAY OF SEPTEMBER, 2023.

[Signature]
 NOTARY PUBLIC



Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized
The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0023286171455VN
Class of Admission (COA) Code:	E11
Country of Birth:	NPL - NEPAL
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	Prem Bahadur Baniya
Date of Birth:	
Alien Number:	
Initiated On:	10/13/2023
Initiated By:	JWES0305
Point of Contact Name:	Jasmine West
Point of Contact Phone Number:	(478) 621-6567
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: MAHADATTA TIMILSINA

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 5127 MERCER UNIVERSITY DR.

BUSINESS NAME: HK MACON LLC.

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ X Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ X Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ X Not Applicable

By: F. Charles Brooks
 F. Charles Brooks, Macon-Bibb County Engineer

Date: 8-29-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PJH

HK Macon LLC
 #5127 Mercer University Drive
 2,000' — SCHOOL GROUND property line
 Union Elementary School
 2,400' — SCHOOL BUILDING
 Union Elementary School
 5,700' — COLLEGE CAMPUS property line
 Middle Georgia State College & University
 10,800' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Fulton Mill Road
 21,950' — PUBLIC LIBRARY or BRANCH building
 Bloomfield Library
 2,900' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Martin Homes
 2,750' — CHURCH (building)
 Shree Swaminarayan Mandir
 2,700' — CHURCH GROUNDS
 Shree Swaminarayan Mandir
 16,100' — M-B COUNTY RECREATION CENTER property
 Robb Ave.
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "GAS STATION"

OK!
 Paul J. Hornowski
 August 28, 2023



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
131365	461815	Print Legal Ad-IPL01377380 - IPL0137738		\$46.36	1	29 L

Attention: HK MACON

HK MACON LLC RACEWAY
5127 MERCER UNIV DRIVE
MACON, GA 31210

6833raceway@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER/WINE-Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 7, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as HK MACON LLC/RACEWAY, 5127 MERCER UNIVERSITY DRIVE MACON GA 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This August 31, 2023. Mahadatta
Timilsina, Applicant
IPL0137738
Aug 31, Sep 7 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

08/31/23, 09/07/23

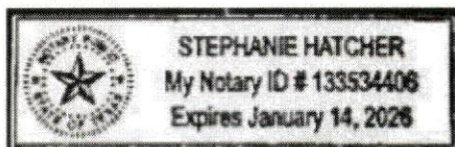
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 7th day of
September in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in
Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2023-1853	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 08/17/2023
ISSUED TO NAME:	MahaDatta Timilsina	
	HK Macon LLC	
PROPERTY OWNER'S NAME:	RACETRAC PETROLEUM INC % CUSHMAN & WAKEFIELD	
PROPOSED USE:	New Business Application c-store	
ADDRESS OF PROPOSED USE:	5127 MERCER UNIVERSITY DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	K008-0227	ZONING DISTRICT: PDE

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, documents on file, and Zoning Compliance # 2021-0436, approval is granted to change ownership of an existing c-store with fuel sales and alcohol package to go. No outside storage, sales, or display authorized. No signage change authorized by this permit. Any such changes shall require a separate zoning permit. Any gaming machines, including the area dedicated to patron use, shall occupy less than 30% of the floor area. Should such use occupy more than 30% of the floor area, a conditional use permit as a amusement facility shall be required. Subject to requirements of the Macon-Bibb County licensing office and all other applicable local, state, and federal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 08/17/2024

APPROVED BY: John Langstaff

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE

**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **HK MACON LLC**

Control Number: **23153787**

Business Type: **Domestic Limited
Liability Company**

Business Status: **Active/Compliance**

NAICS Code: **Retail Trade**

NAICS Sub Code: **Gasoline Stations with
Convenience Stores**

Principal Office Address: **2514 BRADFORD SQ
NE, ATLANTA, GA,
30345, USA**

Date of Formation /
Registration Date: **7/18/2023**

State of Formation: **Georgia**

Last Annual Registration
Year: **NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **PREM BAHADUR BANIYA**

Physical Address: **2560 BRADFORD SQ NE, ATLANTA, GA, 30345, USA**

County: **Dekalb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone:
(404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: MA COM PROCESSING Name of Corporation: FLK MA COM LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: MAHARAJA TIMIKWA Telephone Number: () 678 477 3512

Mailing Address: 5127 Moreau University Drive MA COM, GA 31210

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ~~50~~ _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 01
 - ☐ Member holdings 60% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding _____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: MACON RACEWAY Name of Corporation: HK MACON LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Prem B Baniva Telephone Number: (404) 910-9850

Mailing Address: Same above

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 01
 - ☐ Member holdings 40% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes___No___
 - ☐ Shareholder holding _____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes___No___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: MAHADATTA TIMILSINA Last Name: TIMILSINA

Mailing Address: 5127 Mercer UNIV. DR City: MACON State: GA Zip: 31210

A certificate showing completion of an Alcohol Handler's training course taken within the last three years.

An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

Current color photograph of applicant.

\$25 cash, money order, cashier check, check or debit/credit (in office) payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Applicant's Signature

09/22/2023
Date

I hereby certify that Mahadatta Timilsina signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 22 day of September, 20 23

[Signature]
NOTARY PUBLIC



March 21, 2027
MY COMMISSION EXPIRES

Rev. 7/2021





Mahadatta Timilsina



AH001094

ALCOHOL HANDLER

Exp. 12/31/2024



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Prem Bahadur Last Name: Baniya

A certificate showing completion of an Alcohol Handler's training course taken within the last three years.

An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

Current color photograph of applicant.

\$25 cash, money order, cashier check, check or debit/credit (in office) payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Applicant's Signature

09/22/2023
Date

I hereby certify that Prem Bahadur Baniya signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 22 day of September, 20 23

[Signature]
NOTARY PUBLIC



March 21, 2027
MY COMMISSION EXPIRES

Rev. 7/2021



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

PREM BAHADUR BANIYA

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-10-03

Serial No.

cert_rytptq00





Prem B Baniya



AH001095

ALCOHOL HANDLER

Exp. 12/31/2024

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is dated as of July 27th, 2023 (the “Effective Date”), by and between **RACETRAC, INC.**, a Georgia corporation (hereinafter “Landlord”) and HK MACON, LLC, a Georgia corporation (hereinafter “Tenant” or “Franchisee”).

WITNESSETH:

WHEREAS, contemporaneous with the execution of this Lease, Tenant is executing a Franchise Agreement with RW Venture Holdings, Inc., a Georgia corporation (“RWV”), for the right to operate a motor fuel station and convenience store selling gasoline and other fuel products under the RaceWay brand (the “Franchise Agreement”);

WHEREAS, Landlord is the owner or tenant of certain Premises more particularly described below wherea Raceway-branded motor fuel station and convenience store is located;

WHEREAS, Tenant wishes to lease the Premises from Landlord so that such fuel station and convenience store will be designated as the Premises under the Franchise Agreement, and Landlord is willing to do so on the terms and conditions contained herein;

WHEREAS, Tenant has agreed to sell RaceTrac Gasoline (as defined below) from the Premises as the RaceWay franchisee, and to provide certain other services in connection therewith as more particularly provided herein;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE 1 **LEASE TERMS**

The terms defined below shall have for the purposes of this Lease the meanings set forth in this Article 1.

Other terms are defined throughout this Lease and have the meanings set out therein.

The basic Lease terms are as follows:

1.01 “**Premises**” shall mean certain real property located in Macon, County of Bibb, State of Georgia, having a street address of 5127 Mercer Univ. Dr known as RaceWay Store # 6833, together with all buildings, improvements, fixtures and equipment owned by Landlord located on the property (except as expressly excluded in this Lease). The Premises shall NOT INCLUDE the following items, if any: _____

1.02 “**Lease Term**” means the period beginning on the Effective Date set forth above and ending on the date that is five (5) years thereafter. Notwithstanding the previous sentence, the Lease Term will commence on the earlier of (i) the date Tenant first occupies the Premises, or (ii) the first day after the issuance of a certificate of occupancy for the Premises by the local governing authority. **THERE SHALL BE NO EXTENSION OR RENEWAL OF THE LEASE TERM, EXCEPT AS AGREED IN WRITING BY THE PARTIES, AND IN ACCORDANCE WITH THE REQUIREMENTS OF**

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

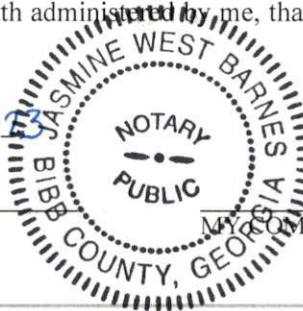
Agent's Signature: [Signature] Date: 09/21/2023

Business Name HIC MACON LLC

I hereby certify that mahadatha Timilsina (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 22 day of September, 2023

Garmin W. Barnes
NOTARY PUBLIC



03/11/2025
MY COMMISSION EXPIRES

Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: _____ Date: _____
(If different from Agent)

Title: _____

Business Name: _____

I hereby certify that _____ (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name:Railway**Business Address:**5127 Mercer University Dr. Macon GA 31210**Instructions:**

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☒ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


Applicant/Agent Signature

08/21/2023
Date

SECURITY CAMERA COMPLIANCE VERIFICATION**Instructions:**

*This form must be completed for each new license application for locations selling alcohol **by the package to go or operating as a bar or nightclub.***

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

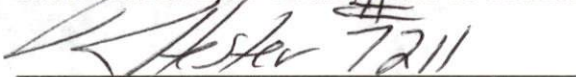
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames persecond;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

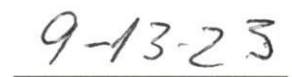
Business Name: Race Way

Business Address: 5127 Mercer UNIT F MACOM, GA 31210

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.



Code Enforcement Department Designee

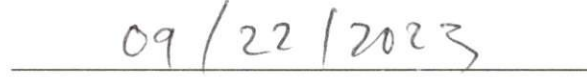


Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.



Applicant/Agent Signature



Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



MAHADATTA TRIVISINA

08/21/2023

Signature

Print Name

Date

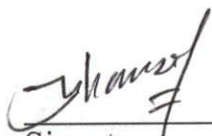
Pb

Applicant Privacy Rights Notification Signature Form

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Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.


Signature

Prem B Baniya
Print Name

09-07-2023
Date



Alcohol License Questionnaire

Name of Business: Raceway

Owner's Name: Mahadatta Timilsina & Prem Baniya

Address: 5127 Mercer University Drive, Macon, Ga 31210

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below

No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, ~~state~~ government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

Mahadatta Timilsina

Printed Name of person completing form

10-19-2023

Date

Signature of person completing form

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

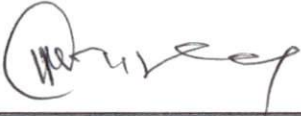
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: HK MACON LLC

Business Address: 5127 Mercer University Dr. Macon GA 31210

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO


Applicant/Agent Signature

08/21/2023
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MANADATTA TIMISIA MANANAL
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

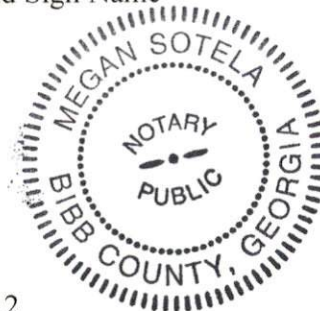
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

MANADATTA TIMISIA W. T. SOTELA
Print and Sign Name

Sworn to and subscribed before me this
22 day of September, 2023.

Megan Sotela
Notary Public
My commission expires: 3/21/27



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Prem Baniya
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Prem B. Baniya
Print and Sign Name

Sworn to and subscribed before me this
9th day of SEPTEMBER, 2023

[Signature]
Notary Public

My commission expires: 1-17-2027



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

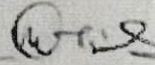
1. Name and Title of the applicant: Mahedella Timbison & Prem Robert Brown owner
 2. Name of the subject of this Certificate, if different from the applicant:
d/b/a - HK Macon, LLC / Franchisee - RaceWay # 6833 Macon
 3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (See Note)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

N/A

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Mahedella Timbison 
 Print and Sign Name

Sworn to and subscribed before me this
 5th day of October, 2023

Deanna Brown
 Notary Public

My commission expires: 7/23/24

Page 2 of 2





Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Mahadatta Timilsina/Prem Baniya – Prints Completed: 10/13/2023

Business Name: HK Macon LLC dba Raceway

Business Address: 5127 Mercer University Drive. Macon, GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted		10/31/2023
	Sheriff, Macon-Bibb County, Georgia	Date
Denied	1C561778CDEE414...	
	Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted		
	Mayor, Macon-Bibb County, Georgia	Date
Denied		
	Mayor, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted		
	Clerk of the Macon-Bibb County Commission, Georgia	Date
Denied		
	Clerk of the Macon-Bibb County Commission, Georgia	Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ___ Signature form
- ___ BSO Recommendation letter
- ___ Proof of Planning and Zoning compliance
- ___ Affidavit from the Macon-Bibb County Engineer's Department
- ___ Affidavit from the Macon Telegraph Newspaper

Legal Review 12/6/2023 (Date)  (Initials)

Comments

Legal recommends approval. Full lease provided to legal 12/5/2023.

Initials

 Stephanie Freeman, Administrative Office Specialist

Added to the December 12th Committee of the whole Agenda



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☒ *Malt Packaged to Go	\$800	☒ Wine Packaged to Go	\$700
☐ *Distilled Spirits C.O.P.	\$2,900	☐ *Malt C.O.P.	\$800	☐ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$300
☐ Malt Beverage Taproom	\$2,500	☐ Cocktail Room	\$2,500	☐ Alcohol Beverage Caterer	\$600
				☒ Temporary Alcohol License	\$100
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 1500 Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ 1900

Agent Information

1. Agent/Owner(s) must complete and sign the History Record Information Consent Form.
2. Provide an Unexpired Identification Card Issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

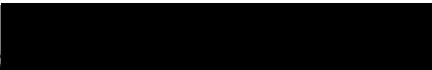
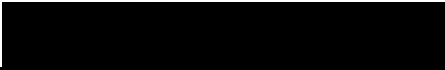
Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof of Nonprofit Status.
9. Planning and Zoning Compliance form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.07/2021

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 93-2966555 State Tax ID #: 308904504Business Name: SUNOCO Food mart Corporate and Trade Name: mina 2024 LLCLocal Business Address: 2260 Shyrlling Dr macon GA 31211
(P.O. Box Not Allowed) City State ZipMailing Address: 2260 Shyrlling Dr macon GA 31211
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478)-254-2805 Email Address: ANKURD8407@gmail.comContact Person: ANKUR Patel Contact Phone #: () 478-318-9631**AGENT**Agent's Name: Dharmendra Singh Raj Agent's Title: AgentDate of Birth:  Social Security Number: Mailing Address: 2260 Shyrlling Dr City: macon State: GA Zip: 31211**INDIVIDUAL/OWNER INFORMATION**Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:Owner/Individual's Name: ANKUR Patel Title: ownerMailing Address: 2260 Shyrlling Dr City: macon State: GA Zip: 31211

Rev. 10/2021



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: MINA 2024 LLC
 DBA Name: SUNOCO FOOD MART
 Business Type: Subchapter S Corp.

Address Information

Location Address: 2260 SHURLING DR MACON GA 31211-2518

Alcohol License Information

License Type: Retail
 Start Date: 09-28-2023
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Licensee Information

Licensee Type: Business
 Licensee Name: PATEL, ANKUR

Additional Information

Primary NAICS: 447110

Officers

PATEL, ANKUR
 PATEL, ANKUR D.

Officer or Responsible Party

Both
 Both

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

☒ This authorization is valid for 90 180 (circle one) days from date of signature.
☐ I, Ankur Patel, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

*****Include a copy of your valid State/Government issued identification*****

Purpose Code used: (check one)

The inquiry resulted in the following: (check all that apply)

	No NCIC/GCIC Warrant results available.
	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Date _____

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	<u>chaita bhai</u> <u>Dharmendrasinh RAJ</u>



This authorization is valid for 90/180 (circle one) days from date of signature.



I, Dharmendra sinh RAJ give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature [Signature]

Date 10-10-23

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) – Provides Georgia Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Rev. 9/2020

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☒ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Sunoco Food mart

Printed Name of Applicant: Ankur Patel

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 6th DAY OF September, 2023


NOTARY PUBLIC

February 1st 2026
MY COMMISSION EXPIRES



Rev. 7/2021

Applicant Status: Conditional Resident -Employment Authorized

Applicant is a non-national of the U.S. who has been granted permanent resident status on a conditional basis. They are allowed to live and work in the United States as a permanent resident, but they will need to apply to remove the conditions of their status within two years of issuance of their permanent resident status. See the Guide to Understanding SAVE Verification Responses for additional information. You will need to follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number

0023291182725VW

Class of Admission (COA) Code

I52

Country of Birth

IND-INDIA

Date Admitted To

INDEFINITE

Agency Submitted Details

Full Name

Ankur Patel

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

10/18/2023

Initiated By

MSOT1465

Point of Contact Name

Megan Sotela

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

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In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Sunoco Food mart

Printed Name of Applicant: DHARMENDRASINH RAT

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 18th DAY OF October, 2023


NOTARY PUBLIC

February 1st 2026
MY COMMISSION EXPIRES



Rev. 7/2021

MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: ANKUR PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 2260 SHURLING DR.

BUSINESS NAME: SUNOCO FOOD MART (MINA 2024 LLC)

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☐ Comply ☒ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ Not Applicable

By: F. Charles Brooks
 F. Charles Brooks, Macon-Bibb County Engineer

Date: 9-8-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PJH

Sunoco Food Mart
 # 2260 Shurling Drive
 4,450' — SCHOOL GROUND property line
 Dr. Martin Luther King Jr. Elementary
 5,050' — SCHOOL BUILDING
 Dr. Martin Luther King Jr. Elementary JCB
 16,500' — COLLEGE CAMPUS property line
 Mercer University
 # 433 Cherry Street
 13,450' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Hwy.
 2,450' — PUBLIC LIBRARY or BRANCH building
 Shurling Branch
 6,700' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Hunt School Village Senior Apts.
 340' — CHURCH (building)
 Bread of Life Ministries of the House of God Saints in Christ Inc.
 # 2270 Shurling Drive
 * 70' — CHURCH GROUNDS
 Bread of Life Ministries of the House of God Saints in Christ Inc.
 # 2270 Shurling Drive
 7,750' — M-B COUNTY RECREATION CENTER property
 Rosa Jackson Community Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "GAS STATION"

Refer to
 Attorney's Office
 Paul J. Hornowski
 September 7, 2023
 See attached note



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
133184	476447	Print Legal Ad-IPL01429080 - IPL0142908		\$46.36	1	28 L

Attention: Sunoco Food

Sunoco Food Mart Mina 2024 LLC
2260 Shurling Dr.
Macon, GA 31211

ankurd8407@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER, WINE/Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the October 17, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Mina 2024 LLC Sunoco Food Mart dba, 2260 Shurling Dr Macon, GA 31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This October 10, 2023. Ankur Patel,
Applicant
IPL0142908
Oct 10, 17 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

10/10/23, 10/17/23

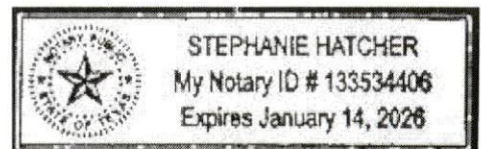
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 17th day of October in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2023-2109	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 10/04/2023
ISSUED TO NAME:	Ankur Patel	
	Sunoco Food Mart	
PROPERTY OWNER'S NAME:	GOGA 2 LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional c-store	
ADDRESS OF PROPOSED USE:	2260 SHURLING DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	T062-0189	ZONING DISTRICT: C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application— for a convenience store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. No new construction authorized by this permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 10/04/2024

APPROVED BY: John Langstaff

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Control Number : 23176379

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

MINA 2024 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/16/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/18/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 8/16/2023 11:03:57 AM

BUSINESS INFORMATION

CONTROL NUMBER	23176379
BUSINESS NAME	MINA 2024 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	08/16/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	2260 SHURLING DR, MACON, GA, 31211, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
ANKUR PATEL	2260 SHURLING DR, MACON, GA, 31211, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
ANKUR PATEL	ORGANIZER	2914 RIMROCK DR, MISSOURI CITY, TX, 77459, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	ANKUR PATEL
AUTHORIZER TITLE	Organizer

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: SUNOCO Food mart Name of Corporation: Ming 2024 LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Ankur Patel Telephone Number: (478) 318-9631

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: [REDACTED]

Mailing Address: 2260 Shurling Dr Milton MA 01201

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



TAX COMMISSIONER'S OFFICE
188 Third Street
Macon, Georgia 31201

Alcohol Handler's Beverage License Application

APPLICANT

First Name:

Ankur Patel

Last Name:

Patel

Mailing Address:

2260 Shurling Dr

City:

macon

State:

GA

Zip:

31211

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color photograph of applicant.
- ☐ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Applicant's Signature

gub

Date

9/6/23

I hereby certify that Ankur Patel signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 6th day of September

[Signature]
 NOTARY PUBLIC



February 1st 2026
 MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

ANKUR PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-10-06

Serial No.

cert_blj98v2y





Ankur D Patel



AH001111

ALCOHOL HANDLER

EXP: 12/31/2024



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: DHARMENDRASINH Last Name: RAJ

Mailing Address: 2260 Shustiny dr City: macon State: GA Zip: 31216

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color photograph of applicant.
- ☐ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Applicant's Signature

10/18/23
Date

I hereby certify that _____ signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 18th day of October, 2023

[Signature]
NOTARY PUBLIC



February 1st 2026
MY COMMISSION EXPIRES

Rev. 7/2021



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

DHARMENDRASINH RAJ

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-10-18

Serial No.

cert_wpqlml35





Dharmendrasinh Raj



AH001112

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT, made effective the 1st day of September, 2023, by and between **GOGA 2, LLC**, a Georgia limited liability company with an address of 2260 Shurling Drive, Macon, GA 31211, ("Landlord") and **MINA 2024, LLC**, a Georgia limited liability company with an address of 2260 Shurling Drive, Macon, GA 31211 ("Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, property and improvements located at 2260 Shurling Drive, Macon, GA 31211 and more particularly described in Exhibit "A" (the "Premises").

2. Term of Lease. The Term of this Lease shall commence on the 1st day of September 2023 and, unless sooner terminated as hereinafter provided, shall expire on the 31st day of August 2033. This Lease may be renewed, unless terminated sooner as provided hereinafter, for one additional five-year term ("Renewal Term") by Tenant provided Tenant is not in default at time of notice and renewal date. Tenant must give written notice of its election to renew, at least One Hundred Twenty (120) days prior to the end of the Term.

3. Rental. (a) Tenant agrees to pay Landlord, by payments at Landlord's office at, or at any other address as designated by Landlord, promptly on the first day of each month in advance, during the Term and the Renewal Term of this Lease, rent as follows:

Years 1-5 \$ 8,000.00 per month.
Years 6-10 \$ 8,800.00 per month

An additional sum of ten percent (10%) of any rental payment made subsequent to the grace period after due date shall be paid by Tenant to Landlord. The first month's rent shall due and payable at the execution of this lease.

4. Utility Bills and Taxes. Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light, and heat for the leased Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. Tenant shall bear and pay all ad valorem and other taxes levied against the Premises, fixtures, personal property or the business operated by Tenant. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services, taxes, or other amounts due, Landlord

may pay same and such payment may be added to the rent next due.

5. Use of Premises. The Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. The Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly, and attractive condition. Landlord shall allow gaming machines for use on the Premises with the Tenant provided they are operated within the appropriate governing laws and Tenant assumes all of the liability associated with any gaming activity on the Premises and Tenant indemnifies Landlord against all claims resulting from any wrong doing related to the gaming machines which indemnity shall survive termination of this Lease.

6. Operation of the Premises. Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; (6) keep the business open at least 6 a.m. – 9 p.m., seven days per week; and (7) comply with all requests necessary to keep the then existing brand (currently Sunoco) at the location.

Tenant understands that Tenant is required to comply with certain appearance, cleanliness and customer service guidelines of the existing brand or any replacement brand of motor fuel. Tenant shall comply with these guidelines and to provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event, Tenant fails to comply with its obligations under this paragraph, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements to maintain said brand including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended with the rent payment next due.

7. Abandonment of Leased Premises. Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment upon the Premises shall be removed from the Premises.

8. Repairs and Maintenance. Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant accepts the leased Premises and equipment in their present condition and as suited for the intended use by Tenant. Tenant shall,

throughout the Term of this Lease and all renewals thereof, at Tenant's expense, maintain in good order and repair the Premises and all equipment, and all other improvements, and fixtures located on the Premises. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to return said Premises and the equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear excepted. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises or the equipment.

9. Environmental. Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant is involved in the sale of petroleum products upon the Premises. Tenant understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility. Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control.

(b) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years, to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; and (4) low areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above.

(e) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant. Further Tenant agrees to participate in the GUST Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the GUST Trust Fund should a release occur. This indemnity shall survive termination of this Lease.

10. Destruction of or Damage to Premises. If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, this Lease shall not terminate, and rental shall not abate and Landlord shall restore Premises to substantially the same condition as existed before damage as speedily as practicable.

11. Indemnification of Landlord Against Loss or Claim. Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, and not less than \$250,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. This indemnity shall survive the termination of this Lease.

12. Insurance of the Premises. Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured. Additionally, Tenant must, at Tenant's cost keep the entire building and improvements located on the Premises insured through an insurance company licensed to do business in the State of Georgia and in the amount of one hundred percent (100%) of the insurable value thereof. Such policies shall provide for payment of loss thereunder to Landlord, Tenant, and any mortgagee or mortgagees as their interest may appear and shall be delivered to Landlord, such mortgagee or mortgagees, or any assignee of Landlord or any mortgagee, if so requested. A certificate of insurance shall be delivered to Landlord annually. Such certificate shall provide that Landlord is an additional insured under the policy and that policies may not be cancelled without 30 days prior written notice to Landlord. Such policies shall provide for insurance coverage against such risks as are or shall be customarily covered with respect to buildings and improvements similar to construction, general location, use, and occupancy to the building then on the Premises, but not less than those which are included in the usual eight point fire insurance policy in the Georgia standard form or extended coverage insurance policy, including fire, windstorm, hail, civil commotion, collapse of building, explosion, riot, damage from aircraft and vehicles, smoke and glass, vandalism, and malicious mischief.

13. Governmental Orders. Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

14. Condemnation. If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without

prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant waives any and all rights in any award made by any condemnation authority notwithstanding the termination of the Lease as herein provided.

15. Assignment and Subletting. Tenant may assign and/or sublet this Lease without the prior written consent of Landlord, but Tenant shall remain liable under this lease and the successor in interest must also sign an assignment and assume all liabilities.

16. Default. It is mutually agreed that in the event Tenant shall default in the payment of rent after given 5 days written notice to cure the default, including additional rent, herein reserved, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in paragraph 6 and not cleared the default after given twenty day written notice ; **OR IF THE BUSINESS OPERATED UPON THE PROPERTY IS DEBRANDED FROM THE APPLICABLE PETROLEUM BRAND AS THE RESULT OF THE ACTS OR OMISSIONS OF TENANT;** or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; or if Tenant breaches or is in default of the Supply Agreement for the Premises or causes through its acts of omissions an actual or threatened debranding of the Premises by the then current supplier or brand, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from his obligation to pay the full Rent due for the entire period of the then existing Term or Renewal Term.

17. Entry for Carding, etc. Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

18. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord. Tenant shall execute and deliver (subject to delays caused by Landlord's lender or other third parties), within ten (10) business days after receipt of written request by Landlord an subordination, non-disturbance and attornment agreement ("SNDA") with respect to any such deed to secure debt.

Tenant agrees, from time to time and within 10 business days after written request by Landlord, to deliver to Landlord's lender or prospective purchaser of the Premises, an estoppel certificate stating, to the best of the knowledge of Tenant's manager of the Premises, such factual matters pertaining to this Lease as may be reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Premises or of any interest therein.

19. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

20. Holding Over. If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

21. Attorney's Fees and Homestead. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

22. Security Deposit. Tenant shall deposit with Landlord one month's rent in the amount of \$8,000.00 at the commencement of this Lease. Upon the expiration of this Lease, at which time there was no default by the Tenant, Landlord shall return the Security Deposit to Tenant. If Tenant fails to timely pay the rental amount as it becomes due, Landlord shall apply the Security deposit towards the rental amount and Tenant must refresh the Security Deposit with Landlord upon request.

23. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossession or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by

attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

24. No Waiver of Rights. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

25. Legality of Agreement. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

26. Time of Essence. Time is of the essence of this agreement.

27. Terms Inclusive. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or sublessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

28. Additional Provisions.

28.1. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to, selling the Premises, operating a gas station or convenience store upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; c) Landlord has no obligation to lease the Premises to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; d) Any improvements, fixtures or equipment are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; and f) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

28.2. Tenant hereby releases and forever discharges Landlord, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, the "Released Parties") from any and all losses, damages, injuries, claims, demands, rights and

causes of action, which may befall or accrue to Tenant arising out of or in any way connected with the following: a) Landlord's exercise of its right to terminate this Lease; b) Landlord's exercise of any other right under this Lease; c) Landlord's refusal to reimburse Tenant for any investment or improvements made by Tenant in the Premises or in Tenant's business; d) Landlord's refusal to approve any subsequent lessee; e) Tenant's inability to sell Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

29. Guaranty. The Lease will be separately guaranteed by Ankur Patel **WITNESS OUR**

HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE

WRITTEN.

LANDLORD:

GOGA 2, LLC

By: Krunal Patel (L.S.)
Krunal Patel, sole member

TENANT:

MINA 2024, LLC

By: Ankur Patel (L.S.)
Ankur Patel, sole member

EXHIBIT "A"

This property is currently designated as 2260 Shurling Drive, Macon, GA
Tax Parcel #T062-0189

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature:  Date: 9/6/23

Business Name SUNOCO Food mart

I hereby certify that Dharmendrasinh Raj (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 6th day of September, 2023


NOTARY PUBLIC



Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature:  Date: 9/6/23
(If different from Agent)

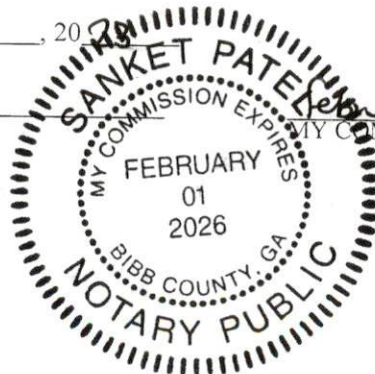
Title: owner

Business Name: SUNOCO Food mart

I hereby certify that Ankur Patel (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

S.p. This 6th day of September, 2023


NOTARY PUBLIC



February 1st 2026
MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Sunoco Food mart

Business Address: 2260 Shurling Dr Macon GA, 31211

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


Applicant/Agent Signature

9/6/23
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

*Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2*

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: SUMOCO Food Mart

Business Address: 2260 Shurling Dr Macon, GA, 31211

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.



Code Enforcement Department Designee

09/27/2023
Date

- ☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

gls
Applicant/Agent Signature

9/6/23
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

	Ankur Patel	9/6/23
Signature	Print Name	Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

	<u>Dharmendrasinh RAJ</u>	<u>10-10-23</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Sunoco Food mart
 Owner's Name: Ankur Patel
 Address: 2260 Shurline Dr, Melcom.
GA, 31211

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

Ankur Patel
 Printed Name of person completing form

gus
 Signature of person completing form

9/6/23
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Sunoco Food Mart

Business Address: 2260 Shurling Dr. Macon, GA 31211

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

gls
Applicant/Agent Signature

9/6/23
Date

Armed Security Personnel Required Training Compliance Form
Rev. July 2021
Page 1 of 2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.	Name	Date of Birth	GBPDSA Private Security License #
2.	Name	Date of Birth	GBPDSA Private Security License #
3.	Name	Date of Birth	GBPDSA Private Security License #
4.	Name	Date of Birth	GBPDSA Private Security License #
5.	Name	Date of Birth	GBPDSA Private Security License #
6.	Name	Date of Birth	GBPDSA Private Security License #
7.	Name	Date of Birth	GBPDSA Private Security License #
8.	Name	Date of Birth	GBPDSA Private Security License #
9.	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Ankur Patel (Owner)

2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: <u>Beer & Wine</u>	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Ankur Patel
Print and Sign Name

gub

Sworn to and subscribed before me this
6th day of September, 2023.

[Signature]
Notary Public

My commission expires: February 1st 2026

Page 2 of 2



Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Dharmendrasinh Raj (Agent)
 2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: <u>Beer and wine</u>	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Dharmendrasinh Raj
 Print and Sign Name

[Signature]

Sworn to and subscribed before me this
6th day of September, 2023.

[Signature]
 Notary Public

My commission expires: February 1st 2026

Page 2 of 2



Rev. April 2022
 See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Grogan 2 LLC
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: <u>Beer and wine</u>	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Sanket Patel
Print and Sign Name

Sworn to and subscribed before me this
6th day of September, 2023.

[Signature]
Notary Public

My commission expires: February 1st 2026

Page 2 of 2



Rev. April 2022
See O-22-0011



Tax Commissioner's Office
188 Third Street
Macon, Georgia 31201

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Ankur Patel- Fingerprints 11.8.23, Dharmendrasinh Raj- Fingerprints 11.2.23

Business Name: Mina 2024 LLC DBA Sunoco Food Mart

Business Address: 2260 Shurling Dr, Macon, GA 31211

After investigation, I recommend that the license requested herein be:		
Granted	DocuSigned by: 	11/15/2023
	Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	Date
Denied	_____	_____
	Sheriff, Macon-Bibb County, Georgia	Date

I recommend that the license requested herein be:		
Granted	_____	_____
	Mayor, Macon-Bibb County, Georgia	Date
Denied	_____	_____
	Mayor, Macon-Bibb County, Georgia	Date

I recommend that the license requested herein be:		
Granted		_____
	Clerk of the Macon-Bibb County Commission, Georgia	Date
Denied		_____
	Clerk of the Macon-Bibb County Commission, Georgia	Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ___ Signature form
- ___ BSO Recommendation letter
- ___ Proof of Planning and Zoning compliance
- ___ Affidavit from the Macon-Bibb County Engineer's Department
- ___ Affidavit from the Macon Telegraph Newspaper

Legal Review 12/5/2023 (Date) ^{DS}
SD (Initials)

Comments

Legal recommends approval.

Initials

DocuSigned by:
Stephanie Freeman
BBEDC24974774D8
Stephanie Freeman, Administrative Office Specialist

Introductory Text

Taco Mac

All current Alcohol Licenses expire December 31.

There is no grace period.

Alcohol License Renewal applications must be submitted annually on or before November 15th to receive your alcohol license by the January 1st deadline. Renewal applications will be accepted until 12/31. After this date a new Alcohol License Application will have to be submitted.

Accepted Methods of Payment: **Credit, Debit, and eCheck.**

Please proceed to the Application Questions for steps to renew or apply for initial licensure.

Application Questions

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : Yes

Are you submitting an application for a non-profit business?

Non-Profit Business : No

Required Attachments

 Please note: You will be required to complete the Alcohol Beverage Supplemental Packet as a part of this application.

You will need to complete and upload the supplemental packet. This can be found [here](#)

You must complete and upload the Alcohol Beverage Supplemental Packet here.

Alcohol Beverage Supplemental Packet:

Macon Alcohol Package.pdf

Business Information



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD do: "John Doe's Services Inc"



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : Taco Mac

Corporation Name : Macon Mac LLC

Business Address : 5433 Bowman Rd

City : Macon

State : GA

Zip : 31210

Mailing Address : 6220 Shiloh Rd, STE 100

City : Alpharetta

State : GA

Zip : 30005

Local Business Phone # : (706) 818-5485

Email : licensing@tacomac.com

Owner Name : Harold Martin

Owner Phone # : (404) 713-3527

Are you selling alcohol by the package to go? : No

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : 10612497

Agent's First Name : Todd

Agent's Last Name : Casale

Agent's Home Phone # : (310) 897-5277

Job Title : General Manager

Agent's Home Address : 300 Ashley Park Blvd, Apt 701

City : Newnan

State : GA

Zip : 30263

Social Security Number :

License Fees

License Fees (ADD All that Apply)

Add the applicable License Fees by clicking the **ADD** button below and selecting the appropriate options.

License Fees:

License Fee : Wine Consumed on Premise - \$700

License Fee : Distilled Spirits Consumed on Premise - \$2,900

License Fee : Malt Consumed on Premise - \$800

Armed Security Personel

Are you a bar/nightclub that derives 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises?

Yes/No : No

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Your Name Here : Harold L. Martin

Date

Today's Date : 06/30/2023



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: MACON MAC LLC
 DBA Name: TACO MAC
 Business Type: LLC

Address Information

Location Address: 5433 BOWMAN RD MACON GA 31210-8880

Alcohol License Information

License Type: Consumption on Premises
 Start Date: 08-15-2023
 Beer: Yes
 Wine: Yes
 Liquor: Yes
 Airline or Railway Carrier: No
 Regional Economic Assistance Program: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Local License / Fees**Fee Amount**

Malt Consumed on Premises	\$800.00
Wine Consumed on Premises	\$700.00
Distilled Spirits Consumed on Premises	\$2,900.00
	<u>\$4,400.00</u>

Licensee Information

Licensee Type: Individual
 Licensee Name: MARTIN, JR, HAROLD

Additional Information

Primary NAICS: 722511

Officers**Officer or Responsible Party**

EVERETT, JASON
 MARTIN, HAROLD

Officer
 Officer



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Officers

MARTIN, JR, HAROLD L.

Officer or Responsible Party

Officer

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	Harold L. Martin, Jr.



This authorization is valid for 90/180/360 (circle one) days from date of signature.



I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Harold L. Martin, Jr.

Signature

July 10, 2023
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	<u>Todd Peter Casale</u>

☒ This authorization is valid for 90/180/300 (circle one) days from date of signature.
☐ I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

[Signature]
 Signature

11/8/23
 Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia</i> Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

 Agency Designee Signature and Title

 Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**
- 2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Macon Mac, LLC dba Taco Mac

Printed Name of Applicant: Harold L. Martin, Jr

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 2 DAY OF November, 2023.

NOTARY PUBLIC



1/22/27
MY COMMISSION EXPIRES

**MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**
- 2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

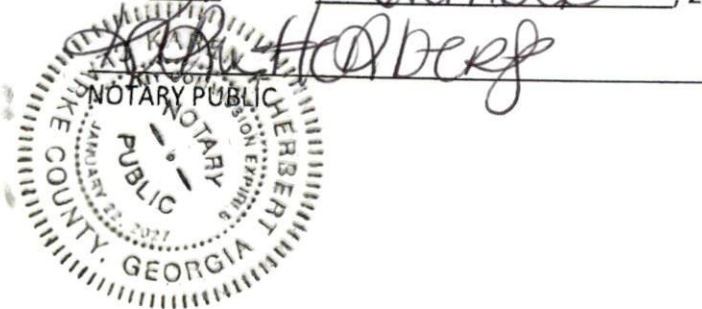
Business Name: MACON MAC (TACO MAC)

Printed Name of Applicant: TODD CASALE

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 2 DAY OF November, 2023



1/22/27
MY COMMISSION EXPIRES

MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises
Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: KAREN HERBERT
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 5433 BOWMAN RD.
BUSINESS NAME: MACON MAC LLC. DBA TACO MAC

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

☒ Comply ☐ Does not comply

Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

☐ Yes ☐ No ☒ Not Applicable

By: F. Charles Brooks
F. Charles Brooks - Macon-Bibb County Engineer

Date: 11-14-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Taco Mac

#5433 Bowman Road

42,800' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

31,300' — MHA housing unit property line

Roff Ave.

JCB

OK!

Paul J. Hoinowski
November 13, 2023



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
126862	429823	Print Legal Ad-IPL01258200 - IPL0125820		\$45.00	2	22L

Attention: Karen Herbert

Taco Mac
6220 Shiloh Rd, STE 100
Alpharetta, GA 30005

licensing@tacomac.com

NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, LIQUOR On premises

On Premises Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the June 21, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Taco Mac Macon LLC DBA **Taco Mac** located at 5433 Bowman Rd, Macon, GA. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This June 14, 2023.

Harold L. Martin, JR.
CEO
IPL0125820
Jun 14, 21 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

06/14/23, 06/21/23

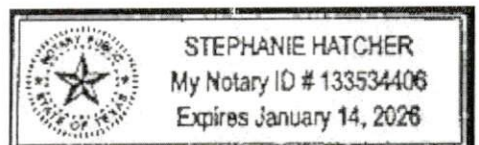
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 9th day of November in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2022-381	PERMIT TYPE: Conditional Use	DATE OF ISSUE: 12/02/2022
ISSUED TO NAME:	Toby Rumbarger Taco Mac	
OWNER'S NAME:	TM MACON RE LLC	
PROPOSED USE:	Conditional Use not classified	
ADDRESS OF PROPOSED USE:	5433 BOWMAN RD	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	K003-0534	ZONING DISTRICT: PDM (PDE)

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and site plan, approval is granted to construct and operate a 7500 sq ft restaurant with outdoor seating and alcohol consumed on premises. A variance to allow 63 parking spaces is granted. As per submitted landscape plan, 12 trees are to be planted/left undisturbed and maintained in accordance with Section 26.05 of the Macon-Bibb Comprehensive Land Development Resolution. No outside storage authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 12/02/2023 , THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

TM Macon RE, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/04/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **10/06/2021**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 10/4/2021 1:19:26 PM

BUSINESS INFORMATION

CONTROL NUMBER	21258232
BUSINESS NAME	TM Macon RE, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	10/04/2021

PRINCIPAL OFFICE ADDRESS

ADDRESS	6220 Shiloh Road, #100, Alpharetta, GA, 30005, USA
----------------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Harold Martin	2115 Ponce de Leao Ave, Atlanta, GA, 30307, USA	Dekalb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Cole Bodner	ORGANIZER	1208 Wiltshire Ct, Columbia, TN, 38401, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Cole Bodner
AUTHORIZER TITLE	Organizer



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Macon Mac, LLC	Control Number:	22027756
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	6220 Shiloh Road, Suite 100, Alpharetta, GA, 30005, USA	Date of Formation / Registration Date:	2/1/2022
State of Formation:	Georgia	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name: **Harold Martin**
Physical Address: **6220 Shiloh Road, Suite 100, Alpharetta, GA, 30005, USA**
County: **Forsyth**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Macon Mac LLC Name of Corporation: Taco Mac

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Harold L. Martin, Jr Telephone Number: () 404-713-3527

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: [REDACTED]

Mailing Address: 6220 Shiloh Rd, Ste 100, Alpharetta, GA 30005

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC) See Attached
 - ☐ Managing Member, Total number of Managing Members: _____
 - ☐ Member holdings ___% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Tacomac Name of Corporation: TMAP, LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: _____ Telephone Number: () _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: _____

Mailing Address: _____

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____ % of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC) See Attached
 - ☐ Managing Member, Total number of Managing Members: _____
 - ☐ Member holdings _____ % of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding _____ % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

TMOP, LLC
Equity Stack
01/27/2023

Member Name

	Equity	TMOP, LLC Ownership	Individual Assoc with LLC
JMB, LLC	500,000	11.628%	John Michael Bodnar
26-1897060			
PO BOX 43581			
Birmingham, AL 35243			
JMBodnar@bodnargroup.com			
Parker Investment Group	350,000	8.140%	Andrew Parker
27-1617822			
415 Cherry Street			
Birmingham, AL 35213			
drew@argentantiques.com			
Dunham Capital, LLC	350,000	8.140%	Drew Crawford
46-1617115			
PO BOX 43581			
Birmingham, AL 35243			
drewcrawford@mac.com			
McCall Capital, LLC	350,000	8.140%	Houston Gillespy
46-1618967			
PO BOX 43581			
Birmingham, AL 35243			
houston.gillespy@gmail.com			
Fresh Holdings LLC	500,000	11.628%	John Michael Bodnar
45-0607649			
PO BOX 43581			
Birmingham, AL 35243			
JMBodnar@bodnargroup.com			
Rand & Co, LLC	200,000	4.651%	Bryan Rand
46-5303576			
271 17TH ST NW Suite 530			
Atlanta, GA 30363			
bryan.rand@gmail.com			
TMAC Atlanta Advisors, LLC	335,000	7.791%	Harold Martin Jr.
82-4495961			
2115 Ponce De Leon Avenue			
Atlanta, GA 30307			
hmartin@tacomac.com			
Ronald E Bodner	141,900	3.300%	Ronald E Bodner
1208 Wiltshire Ct			
Columbia, TN 38401			
ronald@bodnargroup.com			
John Bakkegard	132,800	3.088%	John Bakkegard
3009 Pump House Rd, Ste 100			
Vestavia, AL 35243			
johnb@freshhospitality.net			

John P Bodnar 2006 Trust	100,000	2.326%
01-6275416		
PO BOX 43581		
Birmingham, AL 35243		
JMBodnar@bodnargroup.com		
MJ Holdings	129,000	3.000%
[REDACTED]		
904 Sutton Hill Road		
Nashville, TN 37204		
mjames@tazikiscafe.com		
Rahrah Real Estate, LLC	100,000	2.326%
46-5711612		
2519 South Shields St, Unit 162		
Fort Collins, CO 80526		
btrahaley@gmail.com		
Ratoon Investments LLC	30,000	0.698%
88-3593867		
1027 28th Pl S		
Birmingham, AL 35205		
timt@freshhospitality.net		
G3 LLC	100,000	2.326%
20-0960422		
2820 SURREY RD		
Mountain Brook, AL 35223		
houston.gillespy@gmail.com		
G4 LLC	200,000	4.651%
88-3679432		
2820 SURREY RD		
Mountain Brook, AL 35223		
houston.gillespy@gmail.com		
Paul Baldasaro	50,000	1.163%
[REDACTED]		
340 Madeira Circle SW		
Smyrna, GA 30082		
pbaldasaro@tacomac.com		
Ashli Aycock	25,000	0.581%
[REDACTED]		
3225 Simpson Park Road		
Gainesville, GA 30506		
AAycock@tmacrestaurants.com		
601 Canopy, LLC	100,000	2.326%
EIN 92-1692229		
700 Southgate Drive - Suite B		
Pelham, AL 35124		
philharden@maxusinc.com		
Carr & Cobb Properties, LLC	80,000	1.860%
EIN 87-3931587		
2245 Pine Lane		
Hoover, AL 35226		
bcarr@in-elements.com		
Cole Bodner	36,300	0.844%
[REDACTED]		

John Michael Bodnar

Molly James

Brian Rahaley

Timothy Tincher

Houston Gillespy

Houston Gillespy

Paul Baldasaro

Ashli Aycock

Phil Harden

Bryan Carr

Cole Bodner

Alcohol Handler's License

APPLICANT INFORMATION

First Name: Harold

Last Name: Martin Jr

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Applicant's Signature

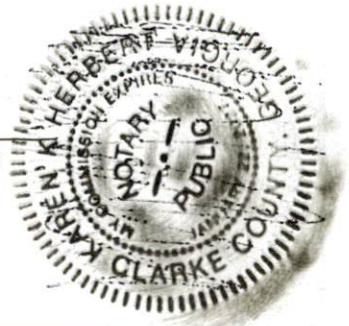
11/7/23
Date

I hereby certify that Harold Martin Jr signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 7 day of November, 2023

[Signature]
NOTARY PUBLIC

1/22/27
MY COMMISSION EXPIRES



Application Processed by: _____

License Number #: _____



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

HAROLD MARTIN JR

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-11-07

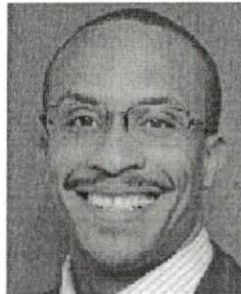
Serial No.

cert_hh0r8hw6





Harold Martin Jr



AH001125

ALCOHOL HANDLER

EXP: 12/31/2024

Alcohol Handler's License

APPLICANT INFORMATION

First Name: Todd ~~CASALE~~ Last Name: CASALE

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Applicant's Signature

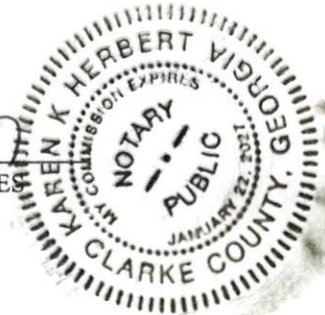
11/2/23
Date

I hereby certify that Todd Casale signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 2 day of November, 2023

[Signature]
NOTARY PUBLIC

1/22/2027
MY COMMISSION EXPIRES



Application Processed by: _____ License Number #: _____

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

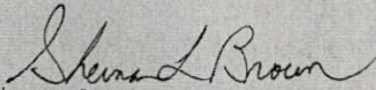
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

ID # 10612497

CARD # 24108039



TODD CASALE

NAME

6/12/2023

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.

Executive Vice President, National Restaurant Association Solutions

Sherman Brown

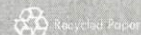
This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Todd Casale



AH001126

ALCOHOL HANDLER

EXP: 12/31/2024

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into this 27th day of January, 2022, effective January 27, 2022, by and between **TM MACON RE, LLC, a Georgia limited liability company** (hereinafter referred to as "Lessor") and **MACON MAC, LLC, a Georgia limited liability company** (hereinafter referred to as "Lessee").

WITNESSETH THAT:

FOR AND IN CONSIDERATION of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Lessee, Lessor has leased and rented, and by these presents does lease and rent, unto Lessee who hereby agrees to lease from Lessor, upon the terms and conditions which are hereinafter contained, the property hereinafter described.

1. Description of Premises. The property leased, hereunder by Lessor to Lessee is that certain improved real property located in the **City of Macon, Bibb County, GA with the address of 5433 Bowman Road, Macon, Georgia 31210** and more particularly described on Exhibit A attached hereto and hereby made a part hereof (hereinafter referred to as the "Property"). The Property together with all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property, including all electrical, mechanical, plumbing and other systems and fixtures located thereon being hereinafter collectively referred to as the "Premises" (which term includes all easements running in favor of Lessor with respect to the Property, including specifically any and all parking easements on real property contiguous to the Property and utility easements to and from the Property).

2. Term of Lease. The initial term of this Lease and the payment of rental hereunder shall begin on the sooner of **September 1, 2022 or when the Tenant has opened for business, (the "Commencement Date")** and shall continue for a period of twenty (20) years thereafter. Provided Lessee is not in default under this Lease, Lessee shall have the option to renew this Lease for two (2) additional terms of five (5) years each upon the same terms and conditions, as specified herein, except that the Base Annual Rental shall be increased as hereinafter provided. If Lessee desires to renew this Lease, it shall do so by giving Lessor prior written notice in the manner specified in Item 31, said notice of renewal to be given to Lessor not less than one hundred eighty (180) days prior to the expiration of the initial term of twenty (20) years or the first renewal, as the case may be. It shall be understood by the Lessee upon execution of this lease, that *time is of the essence* when renewing either option to extend.

3. Title. Lessor warrants and covenants to and in favor of Lessee that at the time of its tender of possession of the Property to Lessee, it shall be vested with insurable and good marketable title to the Property, subject to all matters of record as of the date of this Lease affecting title to the Premises, and shall continue to be so vested during the term of this Lease subject, however, to the terms and conditions of this Lease. The term "insurable title" as used herein is defined to mean title which is insurable by First American Title or any other ALTA title insurance company reasonably acceptable to Lessee, at the standard rates, without exception other than standard exceptions which do not affect the marketability of title, as that term is applied to real estate transactions in the Georgia and to the further definition of said term as provided herein. The term "marketable title" is additionally specifically herein defined as title not being subject to covenants, conditions, restrictions, zoning ordinances, encumbrances, rights-of-way or easements any of which materially adversely affect the value or the intended use of the Property as a site for an office.

4. Rentals.

A. Lessee covenants and agrees to pay Lessor during the initial term of the Lease and any extended term a minimum annual rental by installments paid in advance on the first day of each and every month during the term of this Lease. The following is a schedule of Base Rent in years 1 – 20 based on total square footage (**7,265sf**) of **Seven Thousand feet (7,000sf)** plus outdoor patio space of **Two Hundred Sixty Five feet (265sf)**, which Tenant may use for outdoor dining and general restaurant use. The rent will be a net rental payment with the Lessee paying for

and being responsible for all costs of maintenance, repairs, replacements, utilities, taxes, insurance and any and all other expenses necessary in connection with the operation or maintenance of the premises will be paid solely by the Lessee during the term or any renewal of this Lease.

Base Rent years 1-5	=	\$262,368
Base Rent years 6-10	=	\$288,605
Base Rent years 11-15	=	\$317,466
Base Rent years 16-20	=	\$349,212

B. As additional rental, Lessee shall pay Percentage Rent pursuant to Paragraph C below, taxes as provided in Item 5 of this Lease and insurance as provided in Item 6 of this Lease.

C. In addition to the Base Annual Rental and all other sums due under this Lease, Lessee shall pay to Lessor, as additional rent ("Percentage Rent"), a sum equal to **six percent (6%)** multiplied by the amount, if any, by which Lessee's Gross sales, as hereinafter defined, for each Lease Year exceed the Annual Breakpoint (defined below). The Breakpoint schedule (The "Annual Sales Base") based on the above Base Annual Rents is as follows:

<u>Lease Year</u>	<u>The Annual Breakpoint</u>
1- 5	\$4,372,800
6 -10	\$4,810,083
11 - 15	\$5,291,100
16 - 20	\$5,820,200

Percentage Rent shall be determined and paid monthly on the first (1st) day of each month, without any prior demand therefor, commencing on the first (1st) day of the month immediately following the month in which Lessee's Gross Sales during such Lease Year exceed the Annual Breakpoint. Lessee's obligation with respect thereto shall survive the expiration or sooner termination of this Lease. If the Commencement Date of this Lease is other than the first (1st) day of a calendar month, the Gross Sales during the period of the First Partial Month shall be added to the Gross Sales during the next succeeding full Lease Year. Each Lease Year shall be considered as an independent accounting period for the purpose of computing the amount of Percentage Rent due, if any. The amount of Gross Sales in any Lease Year shall not carry over into any other Lease Year.

D. For purposes of this Lease, the term "Gross Sales" shall mean and refer to the actual sales price of all goods sold, all revenues and income derived from the Premises and the actual charges for all services performed by Lessee in, at or from the Premises, whether for cash, credit or otherwise, without reserve or deduction for inability or failure to collect, including but not limited to sales, receipts and services (i) where the orders therefor originate in, at or from the Premises, whether delivery or performance is made from the Premises or from some other place, (made or performed by mail or telephone orders received at the Premises, (iii) made or performed by means of mechanical and other vending devices in the Premises, whether for the sale of goods, services, amusement or otherwise, or (iv) which Lessee in the normal and customary course of its business would credit or attribute to its operations at the Premises or any part thereof. Only the following shall be excluded from Gross Sales: (i) any exchange of goods or services between stores of Lessee where such exchange is made solely for the convenient operation of Lessee's business and not for the purpose of consummating a sale made in, at or from the Premises, (ii) returns to shippers, suppliers or manufacturers, (iii) cash or credit refunds to customers on transactions otherwise included in Gross sales, (iv) sales of fixtures, machinery or equipment which are not stock in trade, and (v) sales taxes, consumer's excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed upon the sale of merchandise or services, but only if charged and collected separately from the sales prices of merchandise or services, (vi) tips or gratuities paid directly to employees of Tenant either in cash or by credit card or charge account, (vii) meals or discounts provided to employees of the Tenant for which no payment is received, (viii) gift certificates, or like vouchers, until such time as the same have been converted into a sale by redemption at the Premises, (ix) the amount of any promotion or coupon discount granted to the customer at the Premises for which no payment is received, (x) any charges paid to the issuers of credit, debit or charge cards and for check, debit or charge authorization fees. No franchise tax, capital stock tax or income tax or similar tax based on income or profits shall be deducted from Gross Sales. No sales derived from a non-cash giveaway, employee discount or other discount shall be included in Gross Sales definition.

E. Lessee shall keep and preserve for at least three (3) years at the Premises original or duplicate books and records which shall disclose all information required to determine Gross Sales, including, but not limited to, cash receipt tapes. Lessee shall install, employ and use in its business operations such accounting procedures, systems and books as may be necessary to accurately verify, record and determine Gross Sales. Lessor shall have the right, during normal business hours, to inspect such books and records and to make any examination or audit thereof which Lessor may desire. If such audit shall disclose a deficiency in the payment of Percentage Rent based on Gross Sales, then such deficiency shall become immediately due and payable. In addition, if Lessee's statement shall be found to have understated Gross Sales by five (5%) percent or more, and such understatement resulted in the underpayment of Percentage Rent, then Lessee shall pay all of Lessor's reasonable audit and other costs and expenses related thereto. If Lessee's statement shall be found to have understated Gross Sales by ten (10%) percent of receipts, and such understatement resulted in the underpayment of Percentage Rent, Lessor may immediately terminate this Lease and avail itself of all rights and remedies otherwise available to Lessor under law or under this Lease. Lessee shall deliver or cause to be delivered to Lessor a statement of Gross Sales and its sales tax returns for each Lease Year within sixty (60) days after the close of such Lease Year and after the termination of the Lease. Such statement of Gross Sales shall be signed by a duly authorized officer of Lessee stating specifically that he has examined the report of Gross Sales for the preceding Lease Year. If Lessee shall fail to deliver the foregoing to Lessor within said thirty (30) day period, Lessor shall have the right thereafter to employ at Lessee's expense an independent certified public accountant to examine such books and records as may be necessary to certify the amount of Lessee's Gross Sales for such Lease Year, and Lessee shall promptly pay to Lessor the cost thereof. The receipt by Lessor of any statement of Gross Sales or rentals based on Gross Sales for any Lease Year shall not constitute an admission of the correctness thereof.

F. For purposes of this Lease, the term "Lease Year" shall mean the twelve (12) full calendar months commencing on the first (1st) day of the month immediately following the month in which the Commencement Date occurs, unless the Commencement Date of this Lease is the first (1st) day of the month, in which event the first (1st) Lease Year shall commence on such Commencement Date and each subsequent Lease Year shall commence on the anniversary of such Commencement Date. If the Commencement Date of this Lease is other than the first (1st) day of a calendar month, the period immediately following the Commencement Date through the end of the month in which the Commencement Date occurs shall be deemed to be, and referred to as, the "First Partial Month." If the term of this Lease begins other than on the first (1st) day of a calendar month, then the prorated Base Monthly Rental for such month shall be payable on the Commencement Date of the term. Lessee shall deliver all rental payments to Lessor at the address specified in Item 31 of this Lease Agreement.

G. In the event Lessee fails to pay any charge or charges of any nature specified under this Lease when such charge or charges become due and payable, Lessee shall pay to Lessor a late fee in the amount of five percent (5%) of such delinquent charges. The monthly rent is due in the office of the Lessor on the first day of each month, and the rent along with any other charge is considered late if not received within ten (10) days of the due date.

5. Taxes

A. **Obligation for Payment.** Lessee will pay all taxes (collectively the "tax"), including without limitation real estate and personal property taxes and assessments assessed, levied, confirmed, or imposed during the term of this lease, whether or not now customary or within the contemplation of Lessor and Lessee:

(1) upon, measured by, or reasonably attributable to the cost or value of Lessee's equipment, furniture, fixtures, and other personal property located in the premises, or by the cost or value of any leasehold improvements made in or to the premises by or for Lessee, regardless of whether title to the improvements is in Lessee or Lessor;

(2) upon or measured by the monthly rent, including without limitation any gross receipts tax or excise tax levied by the federal government or any other governmental body with respect to the receipt of monthly rent;

(3) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Lessee of the premises or any portion of the premises;

(4) upon this transaction or any document to which Lessee is a party creating or transferring an interest or an estate in the premises;

(5) upon the premises and all personal property, furniture, fixtures, and equipment, and all replacements, improvements, or additions to them, whether owned by Lessor or Lessee; and

(6) based in whole or in part on a monthly rent, whether made in addition to or in substitution for any other tax.

B. **Taxes for Period Other Than Term.** Any tax relating to a fiscal period of the taxing authority, a part of which period is included within the term and a part of which is included in a period of time prior to the commencement or after the end of the term, whether or not such tax are assessed, levied, confirmed, imposed upon or in respect of, or become a lien upon the premises, or become payable, during the term, will be adjusted between Lessor and Lessee as of the commencement or end of the term, so that Lessee will pay that portion of the tax or installment which the part of the fiscal period included in the term bears to the fiscal period, and Lessor will pay the remainder.

C. **Other Impositions.** Lessee will not be obligated to pay local, state, or federal net income taxes assessed against Lessor; local, state, or federal capital levy of Lessor; or sales, excise, franchise, gift, estate, succession, inheritance, or transfer taxes of Lessor.

D. **Right to Contest Taxes.** Lessee will have the right to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith, only after paying the tax or posting such security as Lessor may reasonably require in order to protect the premises against loss or forfeiture. Upon the termination of those proceedings, Lessee will pay the amount of the tax or part of the tax as finally determined, the payment of which may have been deferred during the prosecution of the proceedings, together with any costs, fees, interest, penalties, or other related liabilities. Lessor will not be required to join in any contest or proceedings unless the provisions of any law or regulations then in effect require that the proceedings be brought by or in the name of Lessor. In that event, Lessor will join in the proceedings or permit them to be brought in its name; however, Lessor will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings, and Lessee will indemnify Lessor against and save Lessor harmless from any of those costs and expenses.

E. **Statement for Taxes.** Within sixty (60) days prior to the close of each calendar year, Lessor will deliver to Lessee a statement of amounts payable under paragraph 5 for the calendar year and Lessee agrees to pay the amount due within ten (10) days of receipt of same.

6. Insurance.

A. **Lessor's Insurance.** At all times during the term, Lessor will carry and maintain:

(1) All risk property insurance covering fire and extended coverage insurance, loss of rents, vandalism and malicious mischief, sprinkler leakage (if applicable) and all other perils of direct physical loss or damage insuring the improvements and betterments located on the Property, including the building and all appurtenances thereto (excluding Lessee's property) for the full replacement value thereof. Lessor, upon written request by Lessee, shall deliver to Lessee a certificate of Lessor's liability insurance.;

(2) Bodily injury and property damage insurance; and

(3) Such other insurance a Lessor reasonably determines from time to time.

The insurance coverages and amounts in this Section (a) will be reasonably determined by Lessor, based on coverages carried by prudent owners of comparable buildings in the vicinity of the project. During the term of this Lease, Lessee

agrees to reimburse Lessor for the annual costs for the premium of Lessor's Insurance within ten (10) days of the date the Lessee receives Lessor's written request for such reimbursement. At the option of the Lessor, Lessor may require Lessee to purchase said insurance as described in this section 6(A) directly and provide Lessor with certificate.

B. Lessee's Insurance. At all times during the term, Lessee will carry and maintain, at Lessee's expense, the following insurance, in the amounts specified or such other amounts as Lessor may from time to time reasonably request, with insurance companies and on forms satisfactory to Lessor:

(1) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$2,000,000.00. All such insurance will be equivalent to coverage offered by a commercial general liability form, including without limitation personal injury and contractual liability coverage for the performance by Lessee of the indemnity agreements set forth in this lease;

(2) Insurance covering all of Lessee's furniture and fixtures, inventory, machinery, equipment, stock, and any other personal property owned and used in Lessee's business and found in, on, or about the project, and any leasehold improvements to the premises in excess of Project Costs, provided herein in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this lease ceases under the provisions of [casualty damage], Lessee will be entitled to any proceeds resulting from damage to Lessee's furniture and fixtures, machinery and equipment, stock, and any other personal property;

(3) Worker's compensation insurance insuring against and satisfying Lessee's obligations and liabilities under the worker's compensation laws of the state in which the premises are located, including employer's liability insurance in the limits required by the laws of the state in which the project is located; and

(4) If Lessee operates owned, hired, or nonowned vehicles on the project, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000.00 combined bodily injury and property damage.

C. Forms of the Policies. Certificates of insurance, together with copies of the endorsements, when applicable, naming Lessor and any others specified by Lessor as additional insureds, will be delivered to Lessor prior to Lessee's occupancy of the premises and from time to time at least 10 days prior to the expiration of the term of each such policy. All commercial general liability or comparable policies maintained by Lessee will name Lessor and such other persons or firms as Lessor specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Lessee. All such policies maintained by Lessee will provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to Lessor. All commercial general liability and property policies maintained by Lessee will be written as primary policies, not contributing with and not supplemental to the coverage that Lessor may carry.

D. Waiver of Subrogation. Lessor and Lessee each waive any and all rights to recover against the other or against any other Lessee or occupant of the project, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each other or of the other Lessees or occupants of the project, for any loss or damage to the waiving party arising from any cause covered by any property insurance required to be carried by the party pursuant to this Paragraph 6 or any other property insurance actually carried by the party to the extent of the limits of the policy. Lessor and Lessee from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the project or the premises or the contents of the project or the premises. Lessee agrees to cause all other occupants of the premises claiming by, under, or through Lessee to execute and deliver to Lessor a waiver of claims and to obtain waiver of subrogation rights endorsements.

E. Adequacy of Coverage. Lessor, its agents, and employees make no representation that the limits of liability specified to be carried by Lessee pursuant to this Paragraph 6 are adequate to protect Lessee. If Lessee

believes that any insurance coverage is inadequate, Lessee will obtain additional insurance coverage as Lessee deems adequate, at Lessee's sole expense.

7. Use of Insurance Proceeds. In the event that the improvements on the Premises shall be damaged or destroyed, in whole or in part, Lessee shall have the following two options.

FIRST, Lessee may elect to repair or rebuild the damaged or destroyed Premises and in the event Lessee elects this option, it shall be entitled to the usage of the proceeds from the aforesaid insurance for such purposes. Any costs, over and beyond said insurance proceeds, or where there are no insurance, shall be borne by Lessee. Lessee shall remain liable for the monthly rentals during any period of restoration of the Premises or during any of the various time periods during which Lessee is permitted to elect the options as hereinafter set forth, but to the extent rental insurance is payable to Lessor during these periods, the rental payable by Lessee shall be abated to the extent of the insurance proceeds so received by Lessor. Upon the completion of such restoration and the cessation of payment of any rental insurance proceeds, then the full rental shall commence and the term of the Lease shall be extended by appropriate Lease Addendum to properly reflect any period of rental abatement.

SECOND, Lessee may elect not to repair or rebuild the damaged or destroyed Premises, but in lieu thereof shall pay to the Lessor the sum of the Lessee's insurance proceeds attributable to the Premises, said sum to be reduced, however, by any insurance proceeds Lessor may receive from any other insurance as a result of the damage or destruction of the Premises. Lessee shall notify Lessor in writing within thirty (30) days after the damage or destruction of the Premises which of the above two options it elects. If Lessee elects to restore the Premises, it shall commence the restoration within thirty (30) days from the date of the notice electing said restoration option. If Lessee elects to pay to Lessor the insurance proceeds, as reduced by other insurance proceeds, if any, in lieu of restoring the Premises, it shall pay said sum within thirty (30) days from the date of the notice electing said payment option. Upon the exercise of this second option, this Lease shall automatically terminate upon payment of the money to Lessor.

Lessor hereby releases Lessee (and Lessee likewise releases Lessor), to the extent of the insurance coverage, from any and all liabilities for any loss or damage caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of Lessee (or Lessor) or any persons claiming under them provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect said policies or the rights of Lessor (or Lessee) to recover thereunder. Lessor (and Lessee) agree that the fire and extended coverage insurance will include such a clause so long as the same is obtainable and is included without extra cost, or if extra cost is chargeable therefor, so long as Lessee, at its option, pays such extra cost.

8. Mechanic's, Material men's and other Liens. Lessee agrees to keep the Premises and all parts thereof at all times free of material men's liens and other liens for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Lessee. Should any liens be filed against the Premises for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Lessor.

9. Utilities. Lessee will pay the appropriate suppliers for all water, sewer, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the premises during the term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the premises including but not limited to water, sewer and sewer impact fees, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services. Lessee shall also obtain and pay all charges for garbage collection services and all other sanitary services rendered to the Premises or otherwise necessary to maintain the Premises in a clean and sanitary manner and in compliance with all applicable health codes and building regulations. Lessee shall promptly pay all bills for such utilities and services as and when they become due and payable and shall not permit any liens to be placed on the Premises by reason of Lessee's failure to pay such bills. Lessee shall indemnify and

hold Lessor harmless from and against any loss, liability or damage that Lessor may suffer or incur by reason of Lessee's failure to pay any such bills.

10. Repairs and Other charges. Lessee will, at its sole cost and expense, maintain the premises and make repairs, restorations, and replacements to the premises, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, roof and structural roof, walls, and foundations, and the fixtures and appurtenances to the premises as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Lessee, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class equal to the original work or installations. If Lessee fails to make those repairs, restorations, or replacements, Lessor may make them at the expense of Lessee and the expense will be collectible as additional rent due and payable by Lessee within fifteen (15) days after delivery of a statement for the expense. Lessee will pay for any other cost associated with occupancy of the premises including association dues, operational and easement agreement charges, or any other common area maintenance charges assessed to the property. Within sixty (6) days prior to the close of each calendar year, Lessor will deliver to Lessee a statement of amounts payable under paragraph 10 for the upcoming calendar year and Lessee agrees to pay the amount due within ten (10) days of receipt of the same.

11. Alterations and Improvements. Lessee shall have no right to make changes or alterations of the Premises or the building improvements without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed provided, however, that Lessee shall have the right (without first obtaining the written consent of Lessor) to make alterations or improvements to the Premises so long as such alterations or improvements do not (i) affect the structural integrity of the building or (ii) have a cost in excess of Twenty Thousand and No/100 (\$20,000) Dollars.

12. Delivery at End of Lease. Lessee agrees to deliver up to Lessor, or Lessor's agents or assigns, the Premises at the termination or expiration of this Lease in a broom clean condition, with all keys to same, cleared of all persons and property not belonging to Lessor, in the same good order and condition as the same were received by Lessee, and to repair all damage to said Premises, ordinary wear and tear and damage by insured casualty excepted. Upon the termination or sooner expiration of this Lease, if Lessee is not in default hereunder, Lessee may be entitled to remove Lessee's furniture, trade fixtures, inventory and other movable personal property provided Lessee repairs any and all damage caused by such removal. No demand or notice of such delivery shall be necessary.

13. Right of Entry. Lessor reserves the right during the term of this Lease to enter the Premises at reasonable hours to show the same or inspect the same. Lessor agrees to give Lessee at least three (3) days prior written notice prior to entering the Premises except in case of an emergency. Lessor shall use its best efforts not to unreasonably interfere with the operation of Lessee's business on the Premises.

14. Assignment and Subletting.

A. Lessee shall not, without the prior written consent of Lessor, (i) assign this Lease, or any interest herein, or (ii) sublet the Premises, or any portion thereof, or (iii) permit the use of the Premises by any party other than Lessee, or (iv) mortgage, pledge or hypothecate this Lease or (v) otherwise transfer any interest in this Lease or the Premises by operation of law or otherwise. Any attempt by Lessee to accomplish any of the foregoing shall operate as notice to Lessor and give the Lessor the right and option to cancel and terminate this Lease by Lessor upon thirty (30) days notice to Lessee. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only upon the prior written consent of Lessor. No sublease or assignment by Lessee shall relieve Lessee of any liability to Lessor hereunder. Lessor may withhold consent in Lessor's sole discretion with or without cause. Any such transfer without Lessor's consent shall be null and void. If the monthly rental payable by any such sub lessee or assignee exceeds the monthly rental payable by Lessee hereunder, any such excess received by Lessee shall be paid by Lessee to Lessor as additional rental. For purposes of this Item 14, one or more transfers of more than fifty (50%) percent of Lessee's stock in the aggregate shall constitute an assignment or subletting.

B. Notwithstanding anything to the contrary contained in Paragraph A above, upon prior written notice to Lessor specifying the name and address of the assignee or sub lessee, Lessee may assign this Lease or sublet the Premises to a joint venture or other entity formed to operate the restaurant on the Premises which is at least fifty (50%) percent owned or controlled by Lessee. No such assignment or subletting shall relieve Lessee of any liability to Lessor hereunder.

15. Default.

In the event (i) Lessee shall default in the payment, when due, of any installment of rent or other charges or money obligations to be paid by Lessee hereunder and fails to cure such monetary default within ten (10) days after written notice thereof from Lessor (all of which monetary obligations of Lessee shall bear interest from the date due until paid at the rate of eighteen (18%) percent per annum or the highest rate allowed under Georgia law, whichever is lower) or (ii) lessee shall default in performing any of the covenants, terms or provisions of this Lease (other than the payment, when due, of any of Lessee's monetary obligations hereunder) and fails to cure such default within fifteen (15) days after written notice thereof from Lessor, unless such default is of such a character as to require more than fifteen (15) days to correct, in which event Lessee's failure to commence to cure such default within said fifteen (15) day period and diligently pursue the completion of same (but in no event longer than thirty (30) days) shall constitute a default: or (iii) if Lessee files a voluntary petition of bankruptcy or if an involuntary petition is filed against Lessee and not dismissed within thirty (30) days: or (iv) if a permanent receiver is appointed for Lessee's property: or (v) if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred: or (vi) if Lessee makes an assignment for the benefit of creditors: or (vii) if Lessee's effects should be levied upon or attached under process against Lessee, and not satisfied or dissolved within ten (10) days after Lessee's or receipt of written notice from Lessor to Lessee to obtain satisfaction thereof or (viii) Lessee shall vacate or desert the Premises or permit the same to be substantially empty and unoccupied without any definite and approved substitute lessee within sixty (60) days of such vacation: or (ix) if Lessee voluntarily discontinues the conduct of its business in the Premises for sixty (60) days, except as permitted by this Lease: then, and in any of said events, Lessor, at its option, may pursue any one or more of the following remedies without any further notice or demand whatsoever:

B. Lessor, at its option, may at once, or at any time thereafter, terminate this Lease by written notice to Lessee, whereupon this Lease shall end. Upon such termination by Lessor, Lessee will at once surrender possession of the Premises to Lessor, and Lessor may forthwith re-enter the Premises and repossess itself thereof, and at Lessee's expense remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer or other tort.

C. Lessor, at its option, may at once, or at any time thereafter, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor, and with Lessee remaining liable for all rental due hereunder as and when such rental becomes due (including any rental then past due): and, if Lessor so elects, make such alterations and repairs as, in Lessor's reasonable judgment, may be necessary to relet the Premises, and relet the Premises and any part thereof for such rent and for such period of time and subject to such terms and conditions as Lessor may reasonably deem advisable and receive the rent therefor. Upon each such reletting all rent received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor, including interest thereon as herein provided second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees, attorney's fees and the reasonable cost of any such alterations and repairs third, to the payment of rent due and unpaid hereunder, together with interest thereon as herein provided: the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Lessee agrees to pay to Lessor, on demand, any deficiency that may arise by reason of such reletting. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such prior default. Lessor will use its best efforts to relet the Premises at fair rental value.

D. In the event Lessor terminates this Lease in accordance with the provisions of this Item 15, Lessor may, at its option and in addition to any other remedy it may have, recover from Lessee all damages and expenses

Lessor may suffer or incur by reason of Lessee's default hereunder, including the cost of recovering the Premises, reasonable attorney's fees, and all rent for the period prior to such termination, all of which sums shall become immediately due and payable by Lessee to Lessor upon demand of Lessor.

E. Pursuit of any of the foregoing remedies shall not preclude Lessor from pursuing any other remedies herein or provided at law or in equity, nor shall pursuit of any remedy by Lessor constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of Lessee's violation of any of the covenants and provisions of this agreement.

F. Lessee hereby appoints as its agent to receive service of all dispossessory or distraint proceedings and notices thereunder and under this Lease the person in charge of the Premises at the time such proceedings and notices are served, and if no person is then in charge of the Premises, then such service or notice may be made by attaching the same to the main entrance of the Premises, provided that a copy of any such proceedings or notices shall be mailed to Lessee in the manner set forth in Item 31.

16. Sign. Any and all signs placed on the Premises by Lessee shall be installed and maintained at Lessee's sole cost and expense and in compliance with all applicable zoning and building codes and such rules as Lessor may from time to time reasonably prescribe. Lessee shall be liable to Lessor for any damage caused by the installation, use or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damage incident to such removal.

17. Use of Premises. Lessee agrees to use the Premises as a restaurant/bar business (including the sales of alcoholic beverages) and for no other purpose without the prior written consent of Lessor. Lessee shall be solely responsible for obtaining all business licenses, permits and licenses for the operation of such business.

18. Governmental Orders and Regulations. Lessee agrees, at its sole cost and expense, to comply with all rules, regulations, ordinances and requirements of governmental authorities and decrees of courts requiring any action, where such rules, regulations, ordinances, requirements, orders or decrees are applicable to or result from the manner in which Lessee uses and occupies the Premises.

19. Personal Property. Lessee acknowledges that Lessor has a landlord's lien right in the Premises. Any alterations, additions, improvements and fixtures installed by Lessee to the Premises, excluding removable fixtures such as grills, vent hoods, walk-in coolers and the like, shall upon termination of this Lease become the property of Lessor. Any right to remove such removable fixtures will be subject to the security agreement and any property not removed within fifteen (15) days following notice to remove to Lessee shall become the property of Lessor.

20. Subordination. Except as the contrary is hereinafter set out in this Item 20, Lessee agrees that this Lease shall at all times be subject and subordinate to the lien of any mortgage (including any amendment or modification thereof, whether made prior or subsequent to request for subordination) which may be placed on the Premises by Lessor, if requested in writing by the holder or prospective holder thereof provided that Lessee shall at all times be entitled to possession under this Lease from such mortgagee, and mortgagee shall execute a satisfactory non-disturbance agreement, so long as it complies with the terms herein set out, subject to the conditions hereinafter expressed in this Item. Lessee agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination, which instrument shall include among and with any other provisions required by the mortgagee, an agreement on the part of the Lessee to at torn to any and all successors in interest to the Premises resulting from any foreclosure of any such mortgage or conveyance in lieu of such foreclosure, and, further, that Lessee will not prepay any rents or other charges more than thirty (30) days in advance of the due date required by this Lease, without the prior written consent of said mortgagee, or terminate this Lease or exercise any right of set-off, if any there be, except for the default of Lessor (after giving written notice to the mortgagee and a reasonable time for the mortgagee to correct such default), or amend this Lease without the prior consent of the mortgagee.

Anything to the contrary herein notwithstanding, Lessee covenants and agrees that, if the present or future holder of any mortgage (including any amendment and/or modification thereof, whether made prior or subsequent to the subordination provided by this Item) affecting the Premises subordinates said mortgage to this Lease, whether the same be part of a general subordination by such mortgagee or specifically refers to this Lease, then this

Lease shall for all intents and purposes be considered to be paramount and superior to said mortgage and shall survive and continue to remain in full force and effect, even though said mortgage be foreclosed; and, Lessee shall continue to comply with all of its obligations hereunder, whether or not said mortgage be foreclosed and, in the event of any such foreclosure, Lessee agrees to thereafter at torn to the mortgagee, its successors and assigns, and to any purchaser at foreclosure, its successors and assigns.

If the Premises be mortgaged, and Lessor gives Lessee written notice of the name and address of the mortgagee, this Lease may not be amended or canceled without the prior written consent of any such mortgagee.

21. No Partnership. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that this Lease shall not be construed as a joint venture, association or partnership. Lessee is not and shall not be deemed to be an agent or representative of Lessor.

22. Quiet Enjoyment. Lessor warrants that, upon payment of rents and performing its other obligations under this Lease, Lessee shall at all times during the term of this Lease have peaceable and quiet enjoyment and possession of the Premises without let or hindrance from Lessor or any person or entity claiming by, through or under Lessor.

23. Nuisance. Lessee agrees not to create or allow any nuisance to exist on the Premises and to abate any nuisance that may arise, promptly and free of expense to Lessor.

24. Attorney's Fees. Lessee covenants to pay all costs of collection, including reasonable attorney's fees, if all or any part of the rent reserved herein is collected after maturity and after expiration of the grace period. In the event legal action is instituted by either of the parties to enforce the terms of this Lease or arising out of the execution of this Lease, the prevailing party will be entitled to receive from the other party a reasonable attorney's fee to be determined by the court in which the action was brought.

25. No Waiver. Failure of Lessor to insist upon the strict performance of any provision or to exercise any option or any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option.

The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Lessor. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedies in this Lease.

26. Force Majeure. In the event that either party hereto is rendered unable to carry out any obligations of such party under this Lease, either wholly or in part, because of force majeure, then such obligations shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of the public enemy, wars, insurrections, riots, epidemics, lighting, earthquakes, fires, storms, floods, washouts, arrest and restraint of rules and peoples, civil disturbances, explosions, breakage or accidents to machinery, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to overcome: provided, however, notwithstanding any contrary provisions contained in this Item 26, no obligation of either party hereto shall be suspended where such obligation is for, or relates to, the payment of money.

27. Kind of Business. The business to be conducted in the Premises is that of a restaurant / bar specializing in serving food and beverage. Lessee covenants that it will operate a going business within the Premises during the entire initial or any extended term of this Lease.

28. Compliance with Laws.

A. Lessee's Obligations. Lessee will not use or occupy, or permit any portion of the premises to be used or occupied:

- (1) in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement;
- (2) for any disreputable business or purpose; or
- (3) in any manner or for any business or purpose that creates risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Lessor upon all or any part of the building in which the premises are located or its contents.

Lessee will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the building in which the premises are located.

B. Lessee's Obligations with Respect to Environmental Laws.

(1) Lessee and the premises will remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph (7), all as amended and modified from time to time (collectively, "environmental laws"). All governmental permits relating to the use or operation of the premises required by applicable environmental laws are and will remain in effect, and Lessee will comply with them.

(2) Lessee will not permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of "hazardous material," as that term is defined in subparagraph (7), on, in, under, or from the premises. Lessee will promptly notify Lessor, in writing, if Lessee has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the premises; and if any hazardous material is found on the premises, Lessee, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the hazardous material to the complete satisfaction of Lessor and the appropriate governmental authorities.

(3) Lessee will immediately notify Lessor and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the premises or compliance with environmental laws. Lessee will promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Lessor. Lessee will keep the premises free of any lien imposed pursuant to any environmental laws.

(4) Lessor will have the right at all reasonable times and from time to time to conduct environmental audits of the premises, and Lessee will cooperate in the conduct of those audits. The audits will be conducted by a consultant of Lessor's choosing, and if any hazardous material is detected or if a violation of any of the warranties, representations, or covenants contained in this paragraph is discovered, the fees and expenses of such consultant will be borne by Lessee and will be paid as additional rent under this lease on demand by Lessor.

(5) If Lessee fails to comply with any of the foregoing warranties, representations, and covenants, Lessor may cause the removal (or other cleanup acceptable to Lessor) of any hazardous material from the premises. The costs of hazardous material removal and any other cleanup (including transportation and storage costs) will be additional rent under this lease, whether or not a court has ordered the cleanup, and those costs will become due and payable on demand by Lessor. Lessee will give Lessor, its agents, and employees access to the premises to remove or otherwise clean up any hazardous material. Lessor, however, has no affirmative obligation to remove or otherwise clean up any hazardous material, and this lease will not be construed as creating any such obligation.

(6) Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Lessor and at Lessee's sole cost), and hold Lessor and Lessor's affiliates, shareholders, directors, officers, employees, and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements, or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor or any of them in connection with or arising from or out of:

- (a) any hazardous material on, in, under, or affecting all or any portion of the premises;
- (b) any misrepresentation, inaccuracy, or breach of any warranty, covenant, or agreement contained or referred to in this paragraph;
- (c) any violation or claim of violation by Lessee of any environmental law; or
- (d) the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of hazardous material.

This indemnification is the personal obligation of Lessee and will survive termination of this lease. Lessee, its successors, and assigns waive, release, and agree not to make any claim or bring any cost recovery action against Lessor under CERCLA, as that term is defined in subparagraph (7), or any state equivalent or any similar law now existing or enacted after this date. To the extent that Lessor is strictly liable under any such law, regulation, ordinance, or requirement, Lessee's obligation to Lessor under this indemnity will also be without regard to fault on the part of Lessee with respect to the violation or condition that results in liability to Lessor.

(7) For purposes of this lease, "hazardous material" means:

- (a) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. # 9601, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. # 1802, both as amended to this date and as amended after this date;
- (b) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. # 6902, et seq., as amended to this date and as amended after this date;
- (c) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended to this date or as amended after this date;
- (d) crude oil or any fraction of it that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute);
- (e) any radioactive material, including any source, special nuclear, or by-product material as defined at 42 U.S.C. # 2011, et seq., as amended to this date or as amended after this date;
- (f) asbestos in any form or condition; and
- (g) polychlorinated biphenyls (PCB's) or substances or compounds containing PCB's.

C. Right to Contest Laws. Lessee will have the right to contest by appropriate proceedings diligently conducted in good faith in the name of Lessee, or, with the prior consent of the Lessor, in the name of Lessor, or both, without cost or expense to Lessor, the validity or application of any law, ordinance, order, rule, regulation, or legal requirement of any nature. If compliance with any law, ordinance, order, rule, regulation, or requirement may

legally be delayed pending the prosecution of any proceeding, without incurring any lien, charge, or liability of any kind against the premises, or Lessee's interest in the premises, and without subjecting Lessee or Lessor to any liability, civil or criminal, for failure so to comply, Lessee may delay compliance until the final determination of the proceeding. Even if a lien, charge, or liability may be incurred by reason of delay, Lessee may contest and delay, so long as (1) the contest or delay does not subject Lessor to criminal liability and (2) Lessee furnishes to Lessor security, reasonably satisfactory to Lessor, against any loss or injury by reason of any contest or delay. Lessor will not be required to join any proceedings referred to in this paragraph unless the provision of any applicable law, rule, or regulation at the time in effect requires that the proceedings be brought by or in the name of Lessor, or both. In that event Lessor will join the proceedings or permit them to be brought in its name if Lessee pays all related expenses.

29. Holding Over. It is mutually understood and agreed that in the event Lessee should hold over after the termination of this Lease, either by expiration of the term herein stated or otherwise, Lessee shall be a tenant-at-will at one hundred and fifty (150%) percent of the basic Annual Rental rate effective at the end of this Lease, and there shall be no renewal of this Lease by operation of law.

30. Indemnity. Payment of Costs. Expenses and Attorney's Fees. Except for claims which are caused by the willful or negligent acts or omissions of Lessor or its employees, agents or contractors, Lessee shall indemnify and save Lessor harmless from and against any and all liabilities, claims, damages or demands, including but not limited to those for any death or personal injury or damage to property, in any way arising out of or in connection with the condition, use or occupancy of the Premises, or in any way arising out of the activities of Lessee, its agents, employees, or invites, and from all costs and expenses including but not limited to reasonable attorneys' fees, incurred by Lessor in connection therewith.

31. Notices. All notices, elections, requests, demands or other communications hereunder shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being (i) personally delivered, (ii) transmitted by fax to the appropriate fax number specified below, (iii) deposited with a recognized overnight courier service such as Federal Express, Purolator, UPS overnight or the like, or (iv) deposited in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance here within provided, however, the time period in which a response to any such notice, election, demand or request must be given, shall commence on the date of receipt thereof and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of said party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of change in address of which no notice has been received shall also constitute receipt. Any such notice, election demand, request or response, if given to Lessor, shall be addressed as follows:

TM MACON RE LLC
3009 Pumphouse Road
Birmingham, Alabama 35243
Attn: Cole Bodner

All notices to be given to Lessee shall be addressed as follows:

TM RESTAURANT GROUP, LLC
6220 Shiloh Road, #100
Alpharetta, GA 30005
Attn: CFO

32. Lessor's Self-Help. If Lessee shall default in the performance of any covenant required to be performed by virtue of any provisions of this Lease, Lessor may, after any notice and expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the same for the account of lessee. or Lessor, at any time, is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of Lessee, after any notice and the expiration of any period with

respect thereto as required pursuant to the applicable provisions of this Lease, to comply with any provision of this Lease, or if Lessor is compelled to incur any expense, included but not limited to reasonable attorney's fees, instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee hereunder, the sum or sums so paid by Lessor, with all interest, costs and damages, shall be due and payable from lessee to Lessor on the next rent payment due date following the incurring of such expense. If there shall be forwarded to Lessee written notice of the existence of any mortgage covering the Premises, then, without limiting any other provisions of this Lease lessee shall, so long as such mortgage is outstanding, give to such mortgagee the same notice and opportunity to correct any default as is required to be given to Lessor under this lease, but such notice of default may be given by Lessee to Lessor and such mortgage concurrently. The remedies of Lessor contained in this Item are in addition to and not in limitation of any remedies of Lessor contained elsewhere in this Lease, or as may be provided by law or equity.

33. Condemnation. In the event all of the Premises or Such portion thereof as will make the Premises unsuitable for the operation of a restaurant with any element thereof, be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the term hereby granted shall cease, at the option of Lessee on thirty (30) day's written notice, from the time when possession thereof is taken by said public authorities, and the rental shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee or both, to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither Lessee nor Lessor shall have any rights in any awards made to the other by a condemnation authority.

In the event less than all of the Premises are taken or condemned for a public or quasi-public use and the Premises not taken may be reasonably suitable for the operation of a restaurant by repair or restoration, this Lease will not terminate. Lessor shall, in such event, promptly commence and diligently complete the repair and restoration of the Premises so that upon completion, the Premises will constitute a complete architectural unit with an appearance, character and commercial value as nearly as possibly equal to the value of the Premises immediately prior to the taking: provided, however, Lessor shall have no obligation to make such repair and restoration if the estimated cost of such exceeds the condemnation proceeds received by Lessor. If Lessor shall not make such repair, Lessee shall have the option to make such repair and in such event, the Base Annual Rental shall be reduced by the amount derived by multiplying the cost of restoration by twelve and one-fourth (12.25%) percent, the same limited to the condemnation proceeds with Lessee paying any cost in excess thereof. If neither Lessor nor Lessee shall commence to make such repairs, this Lease shall terminate forty-five (45) days from such taking. In the event Lessor shall make such repairs and the cost of restoration is less than the condemnation settlement or award received by Lessor, then rent will abate by an amount of 1.021% per month of the difference for example, if the condemnation award is Thirty Thousand and No/100 (\$30,000.00) Dollars, the cost of restoration Twenty Thousand and No/100 (\$20,000.00) Dollars, then the difference is Ten Thousand and No/100 (\$10,000.00) Dollars and the rent will abate One Hundred Two and 10/100 (\$102.10) Dollars per month.

Rent shall abate during any period of restoration after a condemnation in the event Lessee does not operate the business during the restoration period.

34. Miscellaneous. The captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

A. Time is of the essence of this Lease and of all provisions hereof.

B. This Lease shall be construed and enforced in accordance with the laws of the State of Georgia.

This Lease may be executed in several counterparts, each of which shall be an original and all collectively shall constitute one Lease. Any provision or provisions of this Lease which shall provide to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall remain in full force and effect.

35. Successors. All the terms, covenants and conditions hereof shall be binding upon and injure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, provided that nothing in this Item shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provision of Item 17.

36. Short Form of Lease. Lessee and Lessor agree that this Lease shall not be recorded: however, upon request, Lessor will execute and deliver to Lessee a Short Form of Lease for recording by Lessee, at Lessee's cost and expense, for the purpose of giving notice of the Lease herein granted by Lessor to Lessee. In such Short Form of Lease, this Lease shall be referred to as the "Lease."

37. Estoppel Certificates. Lessee agrees to certify in writing the status of this Lease and the rental hereunder at any time, upon fifteen (15) days' written notice from Lessor. Such certificate shall be in a form reasonable satisfactory to Lessor, and any governmental authority or public agency or to a prospective purchaser or lender or purchaser from, or assignee of, or holder of a mortgage or deed to secure debt executed by Lessor. In addition to any other matters required, such certificate shall certify the Commencement Date of the lease term and the termination date thereof -whether or not this Lease is in full force and effect: whether or not this Lease has been amended or modified, and if so, in what manner: the date through which rental payments have been made: whether or not there are any known defaults under this Lease, and if so, specifying the particulars of such default and the action required or taken to remedy same whether or not there are any defenses to the enforcement of the terms and conditions of this Lease, and if so, specifying the particulars of such event.

38. Lessee Improvements. n/a

39. Security Interest in Personal Property of Lessee. In addition to all Lessor's liens as provided by the State of Georgia, Lessee in addition grants to Lessor a security interest in, and a lien upon the Lessee's interest in the Premises and in Lessee's trade fixtures, and equipment installed therein, and Lessee's furniture, fixtures, and equipment, which security interest is taken as security for payment of rent, and performance of Lessee's other obligations under this Lease.

40. Lessee Financials. Within one hundred and fifty (150) days of the end of each calendar year during the Lease term, Lessee will deliver to Lessor (a) a financial statement (including balance sheet and statement of profits and losses) for Lessee's most recent completed fiscal year, certified by Lessee's chief financial officer.

41. No Construction Against Drafting Party. Lessor and Lessee acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Lessor simply because Lessor drafted it.

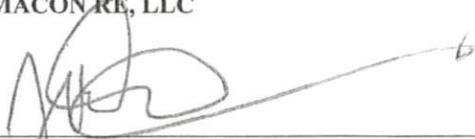
42. Entire Agreement. Etc. This Lease sets forth the entire agreement between the parties with respect to the subject matter hereof. Any prior conversations or writings are merged herein and extinguished. No amendment to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and duly executed by both parties. The captions and headings throughout this Lease are for convenience and reference only and are not intended to and shall not be deemed to define, limit, describe, construe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on its behalf and through its duly authorized officers, all the day and year first above written.

LESSOR:

TM MACON RE, LLC



By: JMB, LLC

Its: Authorized Member

By: John Michael Bodnar

Its: Manager

LESSEE:

MACON MAC, LLC



By: TM Restaurant Group, LLC

Its: Sole Member

By: John I Bakkegard

Its: Chief Financial Officer

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public of the County and State aforesaid, hereby certify that JOHN M. BODINA, as an Authorized Member of TM MACON RE, LLC, a Georgia Limited Liability Company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such authorized member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 24 day of January, 2022.

(Notary Seal)



Stewart Ronald Miller
NOTARY PUBLIC
My Commission Expires: 2/12/24

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, hereby certify that _____, as an Officer of MACON MAC, a Georgia Limited Liability Company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such authorized member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand, this _____ day of _____, 20____.

(Notary Seal)

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 282 of the 13th Land District of Bibb County, Georgia, known as Lot 8A-3, containing 1.134 acres, as shown on that Property Plat of Lots 8A-1 thru 8A-5 Bass Plantation, made by Theodore W. Waddle, Jr., GRLS No. 2139, dated September 4, 2013, recorded in Plat Book 93, Page 609, Superior Court Clerk's Office, Bibb County, Georgia plat records. Said plat and the recorded copy thereof are incorporated herein by reference for a more particular and accurate description of said property.

This is a portion of the same property conveyed by SOUTHERN PINE PLANTATIONS OF GEORGIA, INC. to SOUTHERN PINE PLANTATIONS COMMERCIAL GROUP, L.L.C., by Limited Warranty Deed, dated July 31, 1997 and recorded in Deed Book 4019, Page 11, Superior Court Clerk's Office, Bibb County, Georgia deed records.

EXHIBIT B

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

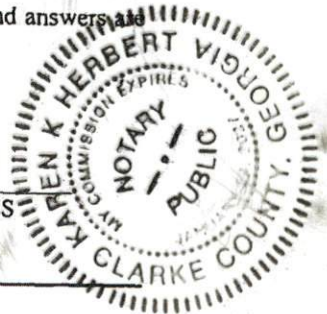
Agent's Signature: _____

Date: 11/7/2023Business Name: macon mac, LLC dba Taco mac

I hereby certify that Todd Casale (Agent) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 7 day of November, 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES 1/22/27

Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: _____

Date: 11/8/2023

(If different from Agent)

Title: CEOBusiness Name: macon mac LLC dba Taco mac

I hereby certify that Harold L Mart Jr (Applicant) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 8 day of November, 2023

NOTARY PUBLIC

MY COMMISSION EXPIRES 1/22/27



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: macon mac LLC dba Taco mac

Business Address: 5433 Bowman Rd macon ga 31210

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

*Business Type ID Form
Page 1
Rev. July 2021*

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

A. W. J.

Applicant/Agent Signature

11/7/2023

Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: macen mac, LLC dba Taco Mac

Business Address: 5433 Bowman Rd Macon GA 31210

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

Code Enforcement Department Designee

Date

☒ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

Applicant/Agent Signature

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Harold L. Martin, Jr.

July 10, 2023

Signature

Print Name

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.


Signature

Todd Casale
Print Name

11/2/2023
Date



Alcohol License Questionnaire

Name of Business: Macon Mac LLC
 Owner's Name: TMOP LLC
 Address: 6220 Shiloh Rd, STE 100
Alpharetta, GA 30005

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

Harold L. Martin, Jr.

Printed Name of person completing form

Signature

Harold L. Martin, Jr. ng form

June 8, 2023

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: macon mac LLC dba Taco mac

Business Address: 5433 Bowman Rd, Macon, GA 31210

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO


Applicant/Agent Signature

11/2/2023
Date

Armed Security Personnel Required Training Compliance Form
Rev. July 2021
Page 1 of 2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Harold L. Martin, Jr. CEO
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☒ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

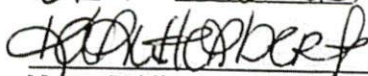
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Harold L. Martin, JR
Print and Sign Name



Sworn to and subscribed before me this
2 day of November, 2023



Notary Public

My commission expires: 1/22/2027

Page 2 of 2



Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Todd Casale

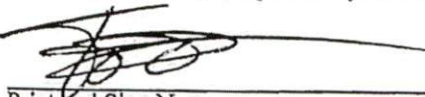
2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

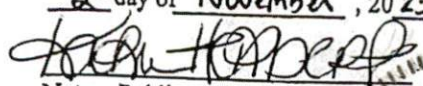
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.


Print and Sign Name

Sworn to and subscribed before me this
2nd day of November, 2023.


Notary Public

My commission expires: 1/03/24



Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MACON MAC, LLC
2. Name of the subject of this Certificate, if different from the applicant:
TM Macon RE, LLC
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☐ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

C. Houston Gillespie
Print and Sign Name

Sworn to and subscribed before me this
8TH day of NOVEMBER, 2023.

Notary Public
JERRY B GORDON
My commission expires
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
DECEMBER 02, 2026

Page 2 of 2

Rev. April 2022
See O-22-0011



Tax Commissioner's Office
188 Third Street
Macon, Georgia 31201

Reviewed By: _____

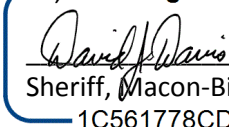
OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Harold Martin- Fingerprints 11.22.23 and Todd Casale- Fingerprints 11.22.23

Business Name: Macon Mac LLC DBA Taco Mac

Business Address: 5433 Bowman Rd, Macon, GA 31210

After investigation, I recommend that the license requested herein be:

Granted	 Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	11/28/2023 _____ Date
Denied	_____ Sheriff, Macon-Bibb County, Georgia	_____ Date

I recommend that the license requested herein be:

Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

I recommend that the license requested herein be:

Granted	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 12/6/2023 (Date) ^{DS}
SF (Initials)

Comments

Legal recommends approval.

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL VICTIMS OF CRIME ACT (“VOCA”) CONTINUATION AWARD ALLOCATION FOR FEDERAL FISCAL YEAR 2024 IN THE AMOUNT OF \$78,980.00, WITH LOCAL MATCH FUND REQUIREMENTS HAVING BEEN WAIVED FOR THIS GRANT CYCLE, TO THE BIBB COUNTY SOLICITOR GENERAL; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Prosecuting Attorney’s Council of the State of Georgia has received a subgrant from the Georgia Criminal Justice Coordinating Council under the Federal Fiscal Year 2024 Victims of Crime Act (VOCA) funding, as indicated in the hereto attached Exhibit A; and

WHEREAS, the Office for Victims of Crimes (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which are in turn subgranted to local organizations on a state level to ensure victim’s rights; and

WHEREAS, 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; and

WHEREAS, the Bibb County Solicitor General has applied for a VOCA Continuation Award and has been awarded a subgrant for the 2024 Federal Fiscal Year in the amount of \$78,980.00; and

WHEREAS, the local match fund requirement for this allocation has been waived for the 2024 Federal Fiscal Year; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an Agreement for Funding of Prosecution Based VOCA Program with the Prosecuting Attorney's Council of the State of Georgia for acceptance of a Victims of Crime Act Continuation Award for the 2024 Federal Fiscal Year in the amount of SEVENTY-EIGHT THOUSAND NINE HUNDRED EIGHTY DOLLARS AND NO/100s (\$78,980.00) with local match fund requirements having been waived for this grant cycle, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter

of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2023 Miller Accepting VOCA Grant - Solicitor General 78,980.Docx

EXHIBIT A



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

December 6, 2024

TASHA M. MOSLEY
Chair
District Attorney
Clayton Judicial Circuit

Re: Federal Fiscal Year 2024 VOCA Allocation - October 1, 2023 through September 30, 2024

KEITH E. GAMMAGE
Vice Chair
Solicitor-General
Fulton County

Dear Bibb Solicitor-General's Office:

LEIGH PATTERSON
Secretary
District Attorney
Rome Judicial Circuit

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2024 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

County: **Macon-Bibb**

Implementing Prosecuting Attorney: **Solicitor-General Rebecca Grist**

Grant Period: **October 1, 2023 through September 30, 2024**

SHERRY BOSTON
District Attorney
Stone Mountain Judicial Circuit

Allocation 1

VOCA Federal Funds: **\$78,980**

VOCA Waived Match Funds: **\$19,745**

CJCC Sub-Grant Number: **C23-8-101**

Federal Grant Number: **TBD**

CFDA Number: **16.575**

MARIE G. BRODER
District Attorney
Griffin Judicial Circuit

TODD HAYES
Solicitor-General
Cherokee County

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 31, 2024**. If you have any questions, please contact Sarai Leonides Medina at sleonides@pacga.org or at (770) 282-6290.

SANDY WISEBAKER
Solicitor-General
Coweta County

Sincerely,

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

VOCA Activation: Document Submittal Checklist

Federal Fiscal Year 2023-2024

The following items ***must*** be submitted with the **Allocation Package** before any funds are disbursed by PAC. All forms should be returned no later than **January 31, 2024** via e-mail to Sarai Leonides (sleonides@pacga.org). ***MOAs containing original signatures should be mailed to: Prosecuting Attorneys' Council of Georgia, ATTN: Sarai Leonides Medina, 1590 Adamson Parkway, Fourth Floor, Morrow, GA 30260. Secure, digital, date-stamped signatures will also be accepted on the MOA, in which case it does not need to be mailed.***

- ☐ **MOA(s)** MUST be signed by your County Commission and by your DA/SG; digital signatures must be date stamped
- ☐ **Detailed Budget Worksheet(s)** Budgets have already been submitted as of October 13, 2023. Submit with an SAR form only if changes have occurred since the original submission.

Forms and Special Conditions

- ☐ **Special Conditions** (Signed by both County Commission and DA/SG, initialed by Project Director)
Please note that PAC may use different deadlines than those set forth in the Special Conditions in order to facilitate statewide reporting. Please adhere to deadlines as provided by PAC.
- ☐ **Designation of Grant Officials Form**
Per CJCC guidance, the Authorized Official MUST be your County Commission Chair. This person may submit a letter designating a signing authority—see below—to sign all future submissions
- ☐ **Email Contacts**
PAC communicates all VOCA-related matters via email. Please provide a list of names, titles and email addresses for any personnel who should be copied on VOCA-related correspondence from PAC. This list should be updated if changes occur during the year
- ☐ **Reimbursement Information Form** (Signed by County Commission)
- ☐ **Vendor Management Bank Account Form**
PAC requires that VOCA reimbursements be paid by ACH. ***Complete this form only if your account information has changed.***
- ☐ **Form W-9, Request for Taxpayer Identification Number and Certifications**
- ☐ **Disclosure of Lobbying Form** (Signed by County Commission)
- ☐ **Standard Assurances Form** (Signed by County Commission)
- ☐ **Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements** (Signed by County Commission)
- ☐ **Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction** (Signed by County Commission)
- ☐ **Audit Requirements Form**
- ☐ **Civil Rights Requirements Form**
- ☐ **Suitability for Covered Individuals Who May Interact with Participating Minors Form** (ensure you're determining suitability for each VOCA funded employee within 6 months of hire and every 5 years thereafter)
- ☐ **Board of Commissioners Approving FFY24 VOCA Grant Funds** (send copy of minutes)

Signature Authorization Letter

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

EEOP

□ EEOP Certification Form and/or EEO Utilization Report

The Federal Government has changed the process for preparing EEOP Certification Forms and EEO Utilization Reports. The forms and reports are no longer stored in the Federal Portal; however, they can be completed online. Note that **ALL** offices must complete the EEOP Certification Form. Offices must complete the EEO Utilization Report and are only exempt from this report if they receive a single award of less than \$25K OR they have less than 50 employees (per CJCC, employees must be counted from the perspective of the county signing off to receive the funds).

Please visit the EEOP Report Builder for sub-recipients at <https://www.ojp.gov/program/civil-rights-office/data-tools> to complete EEOP Certification Forms and build EEO Utilization Reports. Under “Data Tools” click the “Equal Employment Opportunity Plans/Report Builder” link. From there, you will be able to obtain a Tracking Number that allows you to work on forms and reports. Tracking numbers expire after several weeks, so before entering data into your EEO Utilization Report, you’ll want to make sure you have all of the information you need to complete the report. Please also note that the Certification Form must be completed first in order for the EEO Utilization Report link to become active. The online portal provides step-by-step directions for completing the EEO Utilization Report and functions identically to the portal that was used in the past. Once Certification Forms and EEO Utilization Reports are complete, you will be able to download them from the website.

Certification Forms and Utilization Reports should be sent to PAC. They should also be retained in your site visit file as they will be reviewed during site visits. EEO Utilization Reports are valid for two years as of the date on the cover of the report when prepared using EEOP Report Builder tool. **Certification Forms and current EEO Utilization Reports should be submitted with activation documents by January 27, 2024; however, if you must prepare a new EEOP Utilization Report please be sure to send it to PAC no later than April 15, 2024.**

Failure to prepare the EEOP Certification Form or EEO Utilization Report will result in a finding during a site visit. Repeat findings for incomplete EEOP documentation can result in VOCA funding being reduced or eliminated.

For more details on EEOP, visit the FAQ page: <https://www.ojp.gov/program/civil-rights/eeop/faqs>.

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

County: _____

Implementing Prosecuting Attorney: _____

Allocation 1: CJCC Grant No: C23-8-101

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

Initial Grant Period: October 1, 2023 to September 30, 2024

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the _____ County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the _____ (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2023 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, 2023	Due: January 15, 2024
Quarter 2	January 1 – March 31, 2024	Due: April 15, 2024
Quarter 3	April 1 – June 30, 2024	Due: July 15, 2024
Quarter 4	July 1 – September 30, 2024	Due: October 15, 2024

(b) Outcome Performance Measurement Surveys (Annual).

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

Annually	Oct. 1, 2023 -Sept. 30, 2024	Due: October 30, 2024

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

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than October 13, 2023. 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, 2023	Due: January 15, 2024
Quarter 2	January 1 – March 31, 2024	Due: April 15, 2024
Quarter 3	April 1 – June 30, 2024	Due: July 15, 2024
Quarter 4	July 1 – September 30, 2024	Due: October 15, 2024

- (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

Printed Name

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

COUNTY EXECUTION:

Signature

Date signed by County

Printed Name

Title
Official for _____ County

PACGA EXECUTION:

Signature

Date signed by Council

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

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

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

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

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

Attention: _____

Telephone No.: _____
Email: _____

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

Attention: _____

Telephone No.: _____
Email: _____

EXHIBIT B
PACGA Policy 11.2

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

1. Purpose.

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

2. Authority.

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

3. Scope.

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

4. Definitions.

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

5. Role of the Council.

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

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

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

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

(B) Funded offices may:

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

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

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

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

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

etc.);

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

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

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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,

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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.).

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

- (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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

- (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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

- (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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.

11.2

Victim Services

**Victims of Crimes Act - Funding
Conditions**

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

- (5) 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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.

11.2

Victim Services

Victims of Crimes Act - Funding Conditions

- (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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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).

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

24. National Environmental Policy Act.

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

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

FY23 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorneys' Council of GA

SUBGRANT NUMBER: C23-8-101

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. 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 EEOP reporting requirements of 28 C.F.R. Part 12, specifically including any application requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program:

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

If the subgrantee is a government agency or private business, receives an award of at least \$25,000 but less than \$500,000 and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form). While the subgrantee does not have to submit the report to the Office for Civil Rights (OCR) for review, it must maintain the Utilization Report on file and make it available for review on request. In addition, the subgrantee must complete Section B of the Certification Form and return it to OCR. The Certification Form is available at <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 EEO requirements, you may request technical assistance from an EEO specialist at OCR by telephone at (202) 307-0690, TTY at (202) 307-2027, or e-mail at EEOsubmission@usdoj.gov.

The subgrantee acknowledges that failure to submit an acceptable EEO (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 _____

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/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials _____

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 \$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 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
950 Pennsylvania Avenue, N.W., Room 4706
Washington, DC 20530

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

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

Initials _____

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 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 10% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the “de minimis” indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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

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-22-GG-00691-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council.”*

Initials _____

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) and (2) for any position that is or will be funded (in whole or in part) with award funds.
 - b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - i. this award requirement for verification of employment eligibility, and
 - ii. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for

- employment) certain aliens.
- c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Staff involved in the hiring process
 - a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
 3. Employment eligibility confirmation with E-Verify
 - a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
 - 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, see Special Condition #40. The subgrantee agrees to provide a schedule of board meetings for the grant year inclusive of each meeting's date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

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>

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 must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Initials _____

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

Initials _____

76. 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 _____

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

Authorized Official Signature

Date

Print Authorized Official Name

Title

District Attorney/Solicitor General Signature

Date

Printed Name of District Attorney/Solicitor General

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

Signature of District Attorney or Solicitor-General

Date

Printed Name of District Attorney or Solicitor-General

New or Updated Special Conditions

Federal Fiscal Year 2023-2024

1. **Special Condition #27** refers to subgrantees providing forensic medical exams. This is likely not applicable to your offices but should be initialed indicating agreement to the Special Condition if at any time during the grant year it becomes applicable.
2. **Special Condition # 59** is new and indicates that subgrantees agree 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 de-obligate the remaining funds from each respective quarter. ***Please ensure that you add an explanation in the comment section in each quarterly SER where your office does NOT spend at least 25% of the award.*** An example of an explanation for not spending at least 25% of your award would include vacancies that have not been filled or anticipated personnel changes (e.g. increases to salary or benefits).
3. **Special Condition #73** refers to the use of federal funds for “controlled equipment” such as firearms, ammunition etc. This is likely not applicable to your offices but should be initialed indicating agreement to the Special Condition if at any time during the grant year it becomes applicable.
4. **Special Condition #74** is not new however, it refers to your LEP plan. Although requirements haven’t changed, language has been added to this Special Condition. Your offices should review this Special Condition to ensure your office’s LEP plan complies.
5. **Special Condition #75** refers to funds awarded to support services within Family Justice Center models must ensure that funds are utilized to support the approved project. This is likely not applicable to your offices but should be initialed indicating agreement to the Special Condition if at any time during the grant year it becomes applicable.
6. **Special Condition #76** refers to Subgrantees agreeing 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 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. Additionally, one staff member should become a Find Help Certified Navigator.

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.

To access the website, visit: <https://findhelpga.org/>. For Training, click on "Organizational Tools" and then scroll down and select the "Training & Implementation" tab.

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:

ADDITIONAL ADDRESS

Address 1:

Address 2:

City:

State: Postal Code:

Contact Email:

Primary Phone #: Ext:
☐ Landline ☐ Cell Used for Identity Verification

Secondary Phone #: Ext:
☐ 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:

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

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

MINORITY BUSINESS ENTERPRISE (51% ownership)

- | | |
|---|---|
| ☐ Hispanic – Latino | ☐ African American |
| ☐ Native American | ☐ Asian American |
| ☐ 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#

Revised 10/2023

PRINT

CLEAR

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. 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).

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

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

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

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

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

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

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

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

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

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 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, 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 no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	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 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 in 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 possession, 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 possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 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 Income, 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) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *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 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. 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 SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if 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 Form 1099 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

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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.) Also see *Special rules for partnerships*, earlier.

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. 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.

Visit 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 possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ 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 (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
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

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

**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:** _____
- (2) **Title/Address:** _____

- (3) **Telephone Number:** _____
- (4) **Number of persons employed
by the organizational unit
(agency) responsible for
administering the sub-grant:** _____

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?	☐	☐	☐
2. SUBRECIPIENT POLICIES AND PROCEDURES			
2a. Does the subrecipient have written policies that implement this subaward condition?	☐	☐	☐
2b. Do the policies and procedures include each of the following subaward conditions?	☐	☐	☐
➤ A name-based search of the required public sex offender and child abuse registries;	☐	☐	☐
➤ 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);	☐	☐	☐
➤ 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;	☐	☐	☐
➤ Determinations are made prior to a covered individual interacting with participating minors in the course of activities under the subaward; and	☐	☐	☐
➤ 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.	☐	☐	☐
➤ A determination of suitability is prohibited if the covered individual: ○ 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 ▪ 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 ☐ No ☐	Click here to enter text.		

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 ☐	No ☐	N/A ☐
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.			
2.			
3.			
4.			
5.			
6.			
5a. Were selected determinations made withing 6 months of the required searches, and renewed every 5 years, if applicable? Please provide the dates of the searches here:	Yes ☐	No ☐	N/A ☐
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 ☐	No ☐	N/A ☐
6. PASS THROUGH ADMINISTRATION			
6a. Did the subrecipient pass the award condition to its subrecipients?	Yes ☐	No ☐	N/A ☐
6b. Did the subrecipient monitor award condition compliance by its subrecipients?	Yes ☐	No ☐	N/A ☐

VOCA At-A-Glance: Reporting Requirements & Deadlines

Federal Fiscal Year 2023-2024

I. Activation Packages

Deadline: *January 31, 2024*

Submit: Refer to the Grant Activation Checklist to ensure proper submission

II. Subgrantee Expenditure Reporting Form (SER)

Deadlines: SER #1 January 15, 2024 (for the period covering Oct. 1 – Dec. 31, 2023)

SER #2 April 15, 2024 (for the period covering Jan. 1 – March 31, 2024)

SER #3 July 15, 2024 (for the period covering April 1 – June 30, 2024)

SER #4 October 15, 2024 (for the period covering July 1 – Sept. 30, 2024)

Submit: By email to sleonides@pacga.org.

Include SER form in Excel format, SER Authorization Form, and receipts to support any expenditure outside of the PERSONNEL category.

III. Victims Services Statistical Report (VSSR)

Deadlines: VSSR #1 January 15, 2024 (for the period covering Oct. 1 – Dec. 31, 2023)

VSSR #2 April 15, 2024 (for the period covering Jan. 1 – March 31, 2024)

VSSR #3 July 15, 2024 (for the period covering April 1 – June 30, 2024)

VSSR #4 October 15, 2024 (for the period covering July 1 – Sept. 30, 2024)

Submit: **Via TRACKER**

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

IV. Subgrantee Adjustment Request (SAR)

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

Submit: By email to sleonides@pacga.org.

Include: SAR form, revised budget, and supporting documentation (e.g. salary authorization forms, job descriptions). MAJOR changes (i.e. reallocating funds between categories) are not permitted in the last 60 days of the grant and must be submitted by July 15, 2024. MINOR changes (e.g. filling vacancies, issuing raises) may be submitted up until the SER #4 deadline

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

Deadlines: Annual Report due in Spring 2024. Deadlines set by CJCC.

Annual reporting is annually. Re-certification is every two years (even number years).

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

VI. Outcome Performance Measurement Surveys (OPMs)

Deadlines: October 31, 2024 (for the period covering October 1, 2023 to September 30, 2024)

Submit: Via the CJCC portal. User IDs and Passwords will be sent to your office in advance of the deadline.

Note: Besides 5%, this is the **ONLY** report submitted directly to CJCC.

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

Deadlines: October 15, 2024

Required if your office has not used volunteers in any capacity during the grant year

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

VIII. Training Requirements

All staff who appear on VOCA budgets must meet the following training requirements:

- OVC VAT Online (All VOCA-funded and VOCA-match advocates must earn 40-hours of basic training within the first 12 months of employment. While other courses qualify, the VAT Online is free and can be completed at your convenience)
- Obtain 8-hours of training focused on victim services EACH GRANT YEAR
- Find Help Georgia (VOCA funded advocates should attend a 2-hour virtual workshop)
- CJCC Victims Comp 101 (Required EVERY TWO YEARS for all VOCA-funded and VOCA-match COMP staff and their supervisor)
- Advanced Victims Comp (Required for all designated COMP advocates and their supervisor upon completion of Victims Comp 101)
- OJP Civil Rights Training (Civil Rights Training is required ONE TIME EVERY NEW GRANT YEAR for all VOCA- funded and VOCA-match staff)

For more details or information on the training requirements and resources visit

<https://pacga.org/about-pacga/departments/victims-advocacy/voca-support-for-prosecutors-offices/voca-training-resources/>



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL VICTIMS OF CRIME ACT (“VOCA”) CONTINUATION AWARD ALLOCATION FOR FEDERAL FISCAL YEAR 2024 IN A TOTAL AMOUNT OF \$86,109.00, WITH LOCAL MATCH FUND REQUIREMENTS HAVING BEEN WAIVED FOR THIS GRANT CYCLE, TO THE MACON JUDICIAL CIRCUIT DISTRICT ATTORNEY’S OFFICE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Prosecuting Attorney’s Council of the State of Georgia has received a subgrant from the Georgia Criminal Justice Coordinating Council under the Federal Fiscal Year 2024 Victims of Crime Act (“VOCA”) funding, as indicated in the hereto attached Exhibit A; and

WHEREAS, the Office for Victims of Crimes (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which are in turn subgranted to local organizations on a state level to ensure victim’s rights; and

WHEREAS, 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; and

WHEREAS, the Macon Judicial Circuit District Attorney’s Office has applied for a VOCA Continuation Award has been awarded a subgrant for the 2024 Federal Fiscal Year in a total amount of \$86,109.00; and

WHEREAS, the local match fund requirement for this award has been waived for the 2024 Federal Fiscal Year; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an Agreement for Funding of Prosecution Based VOCA Program with the Prosecuting Attorney's Council of the State of Georgia for acceptance of a Victims of Crime Act Continuation Award for the 2024 Federal Fiscal Year in a total amount of EIGHTY-SIX THOUSAND ONE HUNDRED NINE DOLLARS AND NO/100s (\$86,109.00) with local match fund requirements having been waived for this grant cycle, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter

of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2023 Miller Accepting VOCA Grant - District Attorney FY24 86,109.Docx

EXHIBIT A



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

December 6, 2024

TASHA M. MOSLEY
Chair
District Attorney
Clayton Judicial Circuit

Re: Federal Fiscal Year 2024 VOCA Allocation - October 1, 2023 through September 30, 2024

Dear Macon Judicial Circuit:

KEITH E. GAMMAGE
Vice Chair
Solicitor-General
Fulton County

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2024 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

LEIGH PATTERSON
Secretary
District Attorney
Rome Judicial Circuit

County: **Macon-Bibb**

Implementing Prosecuting Attorney: **District Attorney Anita Howard**

Grant Period: **October 1, 2023 through September 30, 2024**

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

Allocation 1

VOCA Federal Funds: **\$86,109**

VOCA Waived Match Funds: **\$21,527**

CJCC Sub-Grant Number: **C23-8-101**

Federal Grant Number: **TBD**

CFDA Number: **16.575**

SHERRY BOSTON
District Attorney
Stone Mountain Judicial Circuit

MARIE G. BRODER
District Attorney
Griffin Judicial Circuit

TODD HAYES
Solicitor-General
Cherokee County

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 31, 2024**. If you have any questions, please contact Sarai Leonides Medina at sleonides@pacga.org or at (770) 282-6290.

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

SANDY WISEBAKER
Solicitor-General
Coweta County

Sincerely,

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

FY23 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorneys' Council of GA

SUBGRANT NUMBER: C23-8-101

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. 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 EEOP reporting requirements of 28 C.F.R. Part 12, specifically including any application requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program:

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

If the subgrantee is a government agency or private business, receives an award of at least \$25,000 but less than \$500,000 and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form). While the subgrantee does not have to submit the report to the Office for Civil Rights (OCR) for review, it must maintain the Utilization Report on file and make it available for review on request. In addition, the subgrantee must complete Section B of the Certification Form and return it to OCR. The Certification Form is available at <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 EEO requirements, you may request technical assistance from an EEO specialist at OCR by telephone at (202) 307-0690, TTY at (202) 307-2027, or e-mail at EEOsubmission@usdoj.gov.

The subgrantee acknowledges that failure to submit an acceptable EEO (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 _____

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/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials _____

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 \$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 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
950 Pennsylvania Avenue, N.W., Room 4706
Washington, DC 20530

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

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

Initials _____

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 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 10% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the “de minimis” indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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

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-22-GG-00691-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council.”*

Initials _____

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) and (2) for any position that is or will be funded (in whole or in part) with award funds.
 - b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - i. this award requirement for verification of employment eligibility, and
 - ii. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for

- employment) certain aliens.
- c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Staff involved in the hiring process
 - a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
 3. Employment eligibility confirmation with E-Verify
 - a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
 - 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, see Special Condition #40. The subgrantee agrees to provide a schedule of board meetings for the grant year inclusive of each meeting's date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

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>

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 must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Initials _____

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

Initials _____

76. 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 _____

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

Authorized Official Signature

Date

Print Authorized Official Name

Title

District Attorney/Solicitor General Signature

Date

Printed Name of District Attorney/Solicitor General

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

Signature of District Attorney or Solicitor-General

Date

Printed Name of District Attorney or Solicitor-General

New or Updated Special Conditions

Federal Fiscal Year 2023-2024

1. **Special Condition #27** refers to subgrantees providing forensic medical exams. This is likely not applicable to your offices but should be initialed indicating agreement to the Special Condition if at any time during the grant year it becomes applicable.
2. **Special Condition # 59** is new and indicates that subgrantees agree 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 de-obligate the remaining funds from each respective quarter. ***Please ensure that you add an explanation in the comment section in each quarterly SER where your office does NOT spend at least 25% of the award.*** An example of an explanation for not spending at least 25% of your award would include vacancies that have not been filled or anticipated personnel changes (e.g. increases to salary or benefits).
3. **Special Condition #73** refers to the use of federal funds for “controlled equipment” such as firearms, ammunition etc. This is likely not applicable to your offices but should be initialed indicating agreement to the Special Condition if at any time during the grant year it becomes applicable.
4. **Special Condition #74** is not new however, it refers to your LEP plan. Although requirements haven’t changed, language has been added to this Special Condition. Your offices should review this Special Condition to ensure your office’s LEP plan complies.
5. **Special Condition #75** refers to funds awarded to support services within Family Justice Center models must ensure that funds are utilized to support the approved project. This is likely not applicable to your offices but should be initialed indicating agreement to the Special Condition if at any time during the grant year it becomes applicable.
6. **Special Condition #76** refers to Subgrantees agreeing 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 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. Additionally, one staff member should become a Find Help Certified Navigator.

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

VOCA Activation: Document Submittal Checklist

Federal Fiscal Year 2023-2024

The following items ***must*** be submitted with the **Allocation Package** before any funds are disbursed by PAC. All forms should be returned no later than **January 31, 2024** via e-mail to Sarai Leonides (sleonides@pacga.org). ***MOAs containing original signatures should be mailed to: Prosecuting Attorneys' Council of Georgia, ATTN: Sarai Leonides Medina, 1590 Adamson Parkway, Fourth Floor, Morrow, GA 30260. Secure, digital, date-stamped signatures will also be accepted on the MOA, in which case it does not need to be mailed.***

- ☐ **MOA(s)** MUST be signed by your County Commission and by your DA/SG; digital signatures must be date stamped
- ☐ **Detailed Budget Worksheet(s)** Budgets have already been submitted as of October 13, 2023. Submit with an SAR form only if changes have occurred since the original submission.

Forms and Special Conditions

- ☐ **Special Conditions** (Signed by both County Commission and DA/SG, initialed by Project Director)
Please note that PAC may use different deadlines than those set forth in the Special Conditions in order to facilitate statewide reporting. Please adhere to deadlines as provided by PAC.
- ☐ **Designation of Grant Officials Form**
Per CJCC guidance, the Authorized Official MUST be your County Commission Chair. This person may submit a letter designating a signing authority—see below—to sign all future submissions
- ☐ **Email Contacts**
PAC communicates all VOCA-related matters via email. Please provide a list of names, titles and email addresses for any personnel who should be copied on VOCA-related correspondence from PAC. This list should be updated if changes occur during the year
- ☐ **Reimbursement Information Form** (Signed by County Commission)
- ☐ **Vendor Management Bank Account Form**
PAC requires that VOCA reimbursements be paid by ACH. ***Complete this form only if your account information has changed.***
- ☐ **Form W-9, Request for Taxpayer Identification Number and Certifications**
- ☐ **Disclosure of Lobbying Form** (Signed by County Commission)
- ☐ **Standard Assurances Form** (Signed by County Commission)
- ☐ **Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements** (Signed by County Commission)
- ☐ **Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction** (Signed by County Commission)
- ☐ **Audit Requirements Form**
- ☐ **Civil Rights Requirements Form**
- ☐ **Suitability for Covered Individuals Who May Interact with Participating Minors Form** (ensure you're determining suitability for each VOCA funded employee within 6 months of hire and every 5 years thereafter)
- ☐ **Board of Commissioners Approving FFY24 VOCA Grant Funds** (send copy of minutes)

Signature Authorization Letter

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

EEOP

□ EEOP Certification Form and/or EEO Utilization Report

The Federal Government has changed the process for preparing EEOP Certification Forms and EEO Utilization Reports. The forms and reports are no longer stored in the Federal Portal; however, they can be completed online. Note that **ALL** offices must complete the EEOP Certification Form. Offices must complete the EEO Utilization Report and are only exempt from this report if they receive a single award of less than \$25K OR they have less than 50 employees (per CJCC, employees must be counted from the perspective of the county signing off to receive the funds).

Please visit the EEOP Report Builder for sub-recipients at <https://www.ojp.gov/program/civil-rights-office/data-tools> to complete EEOP Certification Forms and build EEO Utilization Reports. Under “Data Tools” click the “Equal Employment Opportunity Plans/Report Builder” link. From there, you will be able to obtain a Tracking Number that allows you to work on forms and reports. Tracking numbers expire after several weeks, so before entering data into your EEO Utilization Report, you’ll want to make sure you have all of the information you need to complete the report. Please also note that the Certification Form must be completed first in order for the EEO Utilization Report link to become active. The online portal provides step-by-step directions for completing the EEO Utilization Report and functions identically to the portal that was used in the past. Once Certification Forms and EEO Utilization Reports are complete, you will be able to download them from the website.

Certification Forms and Utilization Reports should be sent to PAC. They should also be retained in your site visit file as they will be reviewed during site visits. EEO Utilization Reports are valid for two years as of the date on the cover of the report when prepared using EEOP Report Builder tool. **Certification Forms and current EEO Utilization Reports should be submitted with activation documents by January 27, 2024; however, if you must prepare a new EEOP Utilization Report please be sure to send it to PAC no later than April 15, 2024.**

Failure to prepare the EEOP Certification Form or EEO Utilization Report will result in a finding during a site visit. Repeat findings for incomplete EEOP documentation can result in VOCA funding being reduced or eliminated.

For more details on EEOP, visit the FAQ page: <https://www.ojp.gov/program/civil-rights/eeop/faqs>.

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

County: _____

Implementing Prosecuting Attorney: _____

Allocation 1: CJCC Grant No: C23-8-101

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

Initial Grant Period: October 1, 2023 to September 30, 2024

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the _____ County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the _____ (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2023 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, 2023	Due: January 15, 2024
Quarter 2	January 1 – March 31, 2024	Due: April 15, 2024
Quarter 3	April 1 – June 30, 2024	Due: July 15, 2024
Quarter 4	July 1 – September 30, 2024	Due: October 15, 2024

(b) Outcome Performance Measurement Surveys (Annual).

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

Annually	Oct. 1, 2023 -Sept. 30, 2024	Due: October 30, 2024

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

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than October 13, 2023. 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, 2023	Due: January 15, 2024
Quarter 2	January 1 – March 31, 2024	Due: April 15, 2024
Quarter 3	April 1 – June 30, 2024	Due: July 15, 2024
Quarter 4	July 1 – September 30, 2024	Due: October 15, 2024

- (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

Printed Name

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

COUNTY EXECUTION:

Signature

Date signed by County

Printed Name

Title
Official for _____ County

PACGA EXECUTION:

Signature

Date signed by Council

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

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

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

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

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

Attention: _____

Telephone No.: _____
Email: _____

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

Attention: _____

Telephone No.: _____
Email: _____

EXHIBIT B
PACGA Policy 11.2

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

1. Purpose.

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

2. Authority.

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

3. Scope.

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

4. Definitions.

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

5. Role of the Council.

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

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

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

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

(B) Funded offices may:

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

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

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

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

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

etc.);

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

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

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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,

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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.).

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

- (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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

- (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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

- (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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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 (EEO). The plan must cover the grant period specified in the grant application submitted by PACGA, and an EEO 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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.

11.2

Victim Services

**Victims of Crimes Act - Funding
Conditions**

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

- (5) 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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(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.



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.

11.2

Victim Services

Victims of Crimes Act - Funding Conditions

- (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.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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).

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

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

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

24. National Environmental Policy Act.

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

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

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:

ADDITIONAL ADDRESS

Address 1:

Address 2:

City:

State: Postal Code:

Contact Email:

Primary Phone #: Ext:
☐ Landline ☐ Cell Used for Identity Verification

Secondary Phone #: Ext:
☐ 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:

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

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

MINORITY BUSINESS ENTERPRISE (51% ownership)

- | | |
|---|---|
| ☐ Hispanic – Latino | ☐ African American |
| ☐ Native American | ☐ Asian American |
| ☐ 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#

Revised 10/2023

PRINT

CLEAR

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. 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).

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

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

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

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

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

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

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

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

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

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 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, 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 no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	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 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 in 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 possession, 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 possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 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 Income, 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) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *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 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. 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 SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if 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 Form 1099 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

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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.) Also see *Special rules for partnerships*, earlier.

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. 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.

Visit 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 possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ 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 (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
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

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

**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:** _____
- (2) **Title/Address:** _____

- (3) **Telephone Number:** _____
- (4) **Number of persons employed
by the organizational unit
(agency) responsible for
administering the sub-grant:** _____

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?	☐	☐	☐
2. SUBRECIPIENT POLICIES AND PROCEDURES			
2a. Does the subrecipient have written policies that implement this subaward condition?	☐	☐	☐
2b. Do the policies and procedures include each of the following subaward conditions?	☐	☐	☐
➤ A name-based search of the required public sex offender and child abuse registries;	☐	☐	☐
➤ 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);	☐	☐	☐
➤ 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;	☐	☐	☐
➤ Determinations are made prior to a covered individual interacting with participating minors in the course of activities under the subaward; and	☐	☐	☐
➤ 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.	☐	☐	☐
➤ A determination of suitability is prohibited if the covered individual: ○ 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 ▪ 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 ☐ No ☐	Click here to enter text.		

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 ☐	No ☐	N/A ☐
5. COVERED INDIVIDUALS 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.			
FULL NAME	POSITION/ROLE	Determination of Suitability Format (e.g. email, form etc.)	
1.			
2.			
3.			
4.			
5.			
6.			
5a. Were selected determinations made withing 6 months of the required searches, and renewed every 5 years, if applicable? Please provide the dates of the searches here:	Yes ☐	No ☐	N/A ☐
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 ☐	No ☐	N/A ☐
6. PASS THROUGH ADMINISTRATION			
6a. Did the subrecipient pass the award condition to its subrecipients?	Yes ☐	No ☐	N/A ☐
6b. Did the subrecipient monitor award condition compliance by its subrecipients?	Yes ☐	No ☐	N/A ☐

VOCA At-A-Glance: Reporting Requirements & Deadlines

Federal Fiscal Year 2023-2024

I. Activation Packages

Deadline: *January 31, 2024*

Submit: Refer to the Grant Activation Checklist to ensure proper submission

II. Subgrantee Expenditure Reporting Form (SER)

Deadlines: SER #1 January 15, 2024 (for the period covering Oct. 1 – Dec. 31, 2023)

SER #2 April 15, 2024 (for the period covering Jan. 1 – March 31, 2024)

SER #3 July 15, 2024 (for the period covering April 1 – June 30, 2024)

SER #4 October 15, 2024 (for the period covering July 1 – Sept. 30, 2024)

Submit: By email to sleonides@pacga.org.

Include SER form in Excel format, SER Authorization Form, and receipts to support any expenditure outside of the PERSONNEL category.

III. Victims Services Statistical Report (VSSR)

Deadlines: VSSR #1 January 15, 2024 (for the period covering Oct. 1 – Dec. 31, 2023)

VSSR #2 April 15, 2024 (for the period covering Jan. 1 – March 31, 2024)

VSSR #3 July 15, 2024 (for the period covering April 1 – June 30, 2024)

VSSR #4 October 15, 2024 (for the period covering July 1 – Sept. 30, 2024)

Submit: **Via TRACKER**

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

IV. Subgrantee Adjustment Request (SAR)

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

Submit: By email to sleonides@pacga.org.

Include: SAR form, revised budget, and supporting documentation (e.g. salary authorization forms, job descriptions). MAJOR changes (i.e. reallocating funds between categories) are not permitted in the last 60 days of the grant and must be submitted by July 15, 2024. MINOR changes (e.g. filling vacancies, issuing raises) may be submitted up until the SER #4 deadline

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

Deadlines: Annual Report due in Spring 2024. Deadlines set by CJCC.

Annual reporting is annually. Re-certification is every two years (even number years).

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

VI. Outcome Performance Measurement Surveys (OPMs)

Deadlines: October 31, 2024 (for the period covering October 1, 2023 to September 30, 2024)

Submit: Via the CJCC portal. User IDs and Passwords will be sent to your office in advance of the deadline.

Note: *Besides 5%, this is the ONLY report submitted directly to CJCC.*

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

Deadlines: October 15, 2024

Required if your office has not used volunteers in any capacity during the grant year

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

VIII. Training Requirements

All staff who appear on VOCA budgets must meet the following training requirements:

- OVC VAT Online (All VOCA-funded and VOCA-match advocates must earn 40-hours of basic training within the first 12 months of employment. While other courses qualify, the VAT Online is free and can be completed at your convenience)
- Obtain 8-hours of training focused on victim services EACH GRANT YEAR
- Find Help Georgia (VOCA funded advocates should attend a 2-hour virtual workshop)
- CJCC Victims Comp 101 (Required EVERY TWO YEARS for all VOCA-funded and VOCA-match COMP staff and their supervisor)
- Advanced Victims Comp (Required for all designated COMP advocates and their supervisor upon completion of Victims Comp 101)
- OJP Civil Rights Training (Civil Rights Training is required ONE TIME EVERY NEW GRANT YEAR for all VOCA- funded and VOCA-match staff)

For more details or information on the training requirements and resources visit

<https://pacga.org/about-pacga/departments/victims-advocacy/voca-support-for-prosecutors-offices/voca-training-resources/>

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.

To access the website, visit: <https://findhelpga.org/>. For Training, click on "Organizational Tools" and then scroll down and select the "Training & Implementation" tab.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING GEORGIA DEPARTMENT OF TRANSPORTATION FUNDING, IN THE AMOUNT OF UP TO \$329,721.02, FOR COSTS ASSOCIATED WITH THE RUNWAY 5-23 EXTENSION PROJECT AT THE MIDDLE GEORGIA REGIONAL AIRPORT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission (the “Commission”) is committed to the continued improvement of the two airports located within Macon-Bibb County; and

WHEREAS, the County has initiated the process of extending Runway 5-23 at the Middle Georgia Regional Airport; and

WHEREAS, the Georgia Department of Transportation has agreed to provide funding in the amount of up to \$329,721.02 for the County to complete the Runway 5-23 extension project, as described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, for the overall project, the County expects to receive \$12,529,411.00 from the U.S. Federal Government, and the County will be responsible for a local match in the amount of up to \$9,353,278.63; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission hereby authorizes the acceptance of the Georgia Department of Transportation funding in the amount of up to THREE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS AND 02/100 CENTS (\$329,721.02) to be used for the Runway 5-23

extension project at the Middle Georgia Regional Airport, in substantially the same form as the hereto attached Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

(SIGNATURES ON FOLLOWING PAGE)

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Authorizing Acceptance of GDOT Funding for Runway 5-23 Extension at
MGRA - \$329,721.02.docx

EXHIBIT A



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

December 8, 2023

The Honorable Lester M. Miller, Mayor
Macon-Bibb County, Georgia Consolidated Government
P.O. Box 247
Macon, GA 31202-0247

In Re: AP024-9000-50(021) Bibb
PID – T008720
Contract Amount - \$329,721.02

Dear Mayor Miller:

Enclosed for execution by the Macon-Bibb County, Georgia Consolidated Government is an electronic contract for FY 2024 for phase 1 of the runway 5-23 extension at the Middle Georgia Regional Airport in Macon, GA. This project contains \$329,721.02 of state funds with the local share of the cost being \$9,353,278.63. The federal share of \$12,529,411.00 will be received directly by the Macon-Bibb County, Georgia Consolidated Government from the Federal Aviation Administration (FAA).

The contract will be submitted to you electronically. All pages requiring signatures have been flagged with the individual's name. In addition, instructions on how to complete the electronic contract will be emailed to all parties involved. Please be sure to follow the instructions outlined in the email to ensure proper completion of the contract.

After the contract has been fully executed, the Georgia Department of Transportation (the "DEPARTMENT") will issue an electronic notification indicating the contract process has been completed. The contract is not valid until a written "Notice to Proceed" is received from GDOT's Division of Intermodal office. However, a Notice to Proceed (NTP) will NOT be issued until a copy of the certificate of insurance and endorsement pages for the minimum amounts of insurance indicated in section 9.1 of the Contract are received. If assistance is needed with the certificate of insurance, please contact the Aviation Project Manager assigned to your airport.

The Macon-Bibb County, Georgia Consolidated Government must comply with all applicable FAA regulations, policies, procedures, and directives.

If you have further questions, please do not hesitate to contact Corzetta Motley, Contracts/Grants Manager, at (404) 631-1073 or Jewell Strozier, Contracts Specialist at (404) 631-1826.

Sincerely,

Leigh Ann Trainer

Digitally signed by Leigh Ann Trainer
DN: C=US, E=ltrainer@dot.ga.gov, O=GDOT,
OU=Division of Intermodal, CN=Leigh Ann
Trainer
Date: 2023.12.11 11:30:06-05'00'

Leigh Ann Trainer, Assistant Director
Division of Intermodal

LAT:jds

Enclosures

Revised August 7, 2023

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP024-9000-50 (021)
PID - T008720

BIBB

****LIMITED PARTICIPATION****

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on _____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and the MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

EXTEND RUNWAY 5-23 PHASE 1 - SITE PREPARATION AT THE MIDDLE GEORGIA REGIONAL AIRPORT IN MACON, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T008720/AP024-9000-50 (021) BIBB prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2022.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a

complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation, or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is TWENTY-TWO MILLION TWO HUNDRED TWELVE THOUSAND FOUR HUNDRED TEN and 65/100 Dollars (\$22,212,410.65). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is THREE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE and 02/100 Dollars (\$329,721.02). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its 1.4844% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is THREE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE and 02/100 Dollars (\$329,721.02) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of THREE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE and 02/100 Dollars (\$329,721.02) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of NINE MILLION THREE HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED SEVENTY-EIGHT and 63/100 Dollars (\$9,353,278.63).

4. It is further understood the SPONSOR will receive the federal share of the Project in the amount of TWELVE MILLION FIVE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED ELEVEN and 00/100 Dollars (\$12,529,411.00), directly from the Federal Aviation Administration (FAA).

(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is ZERO and 00/100 Dollars (\$0.00) as summarized in Exhibit A. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its percentage or pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less.
2. It is further understood that the SPONSOR'S local share of the Project is in the amount of ZERO and 00/100 Dollars (\$0.00).
3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.5) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) 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 their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special

Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions

attesting the individual or firm are not excluded or disqualified from participating.

2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) 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 the work, 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 Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each

occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(c) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (i) For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (ii) For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iii) For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iv) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the Project.

(d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature, and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this 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 and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 19, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment

Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(19) The Term of this contract shall be two (2) years from the Effective Date.

(20) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 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 work completed for said work element.

(21) 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 Parties, which consent will not be unreasonably withheld.

(22) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

(23) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(24) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(25) 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.

(26) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(27) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(28) 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 any 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.

(29) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(30) 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.

(31) 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 any 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 or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

DEPARTMENT OF TRANSPORTATION:

MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT:

DATE: _____

DATE: _____

COMMISSIONER (SEAL)

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

This Contract approved by
MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT
at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

APPROVED:

LOCAL GOVERNMENT ATTORNEY

SIGNATURE

PRINTED NAME

MIDDLE GEORGIA REGIONAL AIRPORT
MACON, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS - LIMITED PARTICIPATION

GDOT PROJECT NUMBER: AP024-9000-50(021) BIBB
PID-T008720

Extend Runway 5-23 Phase 1 - Site Preparation

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS (FAA Direct to Sponsor)	%	STATE FUNDS
Part 1 State Funds FY24								01235
LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$329,721.02 OR 1.4844% WHICHEVER IS LESS OF THE ACTUAL CONSTRUCTION COST OF \$22,212,410.65 AIRPORT CONSTRUCTION - LIMITED PARTICIPATION	EACH	22,212,410.65	\$1.00	\$22,212,410.65	0%	\$12,529,411.00	1.4844%	\$329,721.02
Total Part 1 State Funds FY24				\$22,212,410.65		\$12,529,411.00		\$329,721.02
Total Project Cost				\$22,212,410.65		\$12,529,411.00		\$329,721.02

FAA Federal Grant and FAIN #	Federal Award Date	Amount	Fund Source	Activity Code
STATE FY24	N/A	\$329,721.02	01235	AVIA
Total Maximum Obligation of State Funds this Contract:		\$329,721.02		

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of the MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT whose address is 700 POPLAR STREET, MACON, GA 31201, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (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.

Date

Signature

Name: _____

Title: _____



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT
Solicitation/Contract No./ Call No. or Project Description:	T008720/AP024-9000-50(021) Bibb Extend Runway 5-23 Phase 1 - Site Preparation at the Middle Georgia Regional Airport in Macon, GA

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:

741651

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

1/3/2014

Date of Authorization

MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT C

EXHIBIT D

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, SPONSOR, 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 SPONSOR, 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"), SPONSOR and 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.

SPONSOR, 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 SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
 - (b) SPONSOR 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 [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) 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, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR 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 [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
- (b) SPONSOR 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 SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) 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, SPONSOR 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.

Signature: _____

Name: _____

Position: _____

Company: MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT

EXHIBIT E
FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

FAA AIRPORT SPONSOR ASSURANCES DO NOT APPLY TO THIS CONTRACT.

In Process



**FAA
Airports**

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

In Process

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 an 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.
- (2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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 section 1352, title 31, U.S. Code. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION

THIS CERTIFICATION REGARDING LOBBYING
DOES NOT APPLY TO THIS CONTRACT.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

SIGNATURE: DATE:

ATTACHMENT 1

Department of Transportation
State of Georgia

SEPTEMBER 26, 2023

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T008720/AP024-9000-50(021) BIBB
EXTEND RUNWAY 5-23 PHASE 1 - SITE PREPARATION AT THE MIDDLE GEORGIA REGIONAL AIRPORT
IN MACON, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

In Process

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

In Process

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

In Process

ATTACHMENT 2
SPECIAL CONDITIONS

THIS CONTRACT DOES NOT CONTAIN ANY SPECIAL CONDITIONS.

In Process

Certificate Of Completion

Envelope Id: 4280DE847A11445B99F06B0A11338B88

Status: Sent

Subject: 48400-140-IGOAP2401321/MACON-BIBB COUNTY

Source Envelope:

Document Pages: 42

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

GDOT DocuSign Admin

600 W Peachtree St, NW

Atlanta, GA 30308

gdot_contracts@dot.ga.gov

IP Address: 143.100.53.12

Record Tracking

Status: Original

12/13/2023 10:00:32 AM

Holder: GDOT DocuSign Admin

gdot_contracts@dot.ga.gov

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Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Georgia Department of Transportation

Location: DocuSign

Signer Events**Signature****Timestamp**

Sara Davis

SDdavis@maconbibb.us

Security Level: Email, Account Authentication
(None)

Sent: 12/13/2023 10:19:56 AM

Viewed: 12/13/2023 10:27:21 AM

Electronic Record and Signature Disclosure:

Accepted: 12/13/2023 10:27:21 AM

ID: e9f504a0-0483-4848-9069-7b68f092aeb7

Lester Miller

miller@maconbibb.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/8/2023 10:52:31 AM

ID: 7c877e44-32ac-48ad-ab76-b68f741871da

Janice Ross

jross@maconbibb.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/8/2023 3:07:22 PM

ID: 7280d5ca-70ad-4dc3-bea2-f7398c71e0e6

Aisha Anderson

asanderson@maconbibb.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/13/2023 9:55:46 AM

ID: 10b0716b-a489-40cd-8738-e47da210c6dc

Russell R McMurry

catscommissioner@dot.ga.gov

Security Level: In Session

Electronic Record and Signature Disclosure:

Accepted: 7/26/2021 12:44:29 PM

ID: 300af4e1-68da-47c5-887e-c649aaedd680

Angela O. Whitworth

catstreasurerattest@dot.ga.gov

Security Level: In Session

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Michael McNeill
 mmcneill@maconbibb.us
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 12/13/2023 10:18:35 AM
 ID: ef544c8b-75e3-44be-8d2c-8b958ddaf815

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Sent: 12/13/2023 10:19:57 AM
 Viewed: 12/13/2023 10:20:26 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/13/2023 10:16:12 AM
Envelope Updated	Security Checked	12/13/2023 10:35:06 AM
Envelope Updated	Security Checked	12/13/2023 10:35:06 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GEORGIA MASS APPRAISAL SOLUTIONS & SERVICES, INC., IN THE AMOUNT OF \$90,000.00 ANNUALLY, FOR FIVE YEARS FOR THE MAINTENANCE OF REAL PROPERTY PRICING SCHEDULES, TO BE PAID FROM THE TAX ASSESSOR'S BUDGET – CONTRACT LABOR, CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Commission is committed to maintenance of real property schedules in Macon-Bibb County to improve efficiency and accuracy of current records; and

WHEREAS, Georgia Mass Appraisal Solutions & Services, Inc., ("GMASS") has been in the business of maintaining real property schedules for municipalities for over fifteen (15) years and has performed property tax work in over seventy-five Georgia Counties, including recent work for Macon-Bibb County in updating the property tax schedules; and

WHEREAS, GMASS has the staff, skill, experience a review and update of current cost schedules for residential, agricultural, commercial, and industrial property; and

WHEREAS, GMASS also has the ability to generate sales ratio studies for all affected property types to meet the requirements of the Georgia Department of Revenue and Bibb County Board of Assessors; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinance Sec. 19-1, appraisal services are considered "professional services", for which competitive bidding or proposal is not feasible due to the degree of judgment and expertise required for such services; and

WHEREAS, Procurement concurs with this award; and

WHEREAS, the Macon-Bibb County Commission finds this Resolution necessary and proper to benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a professional services agreement with Georgia Mass Appraisal Solutions & Services, Inc., in the amount of NINETY THOUSAND DOLLARS AND 00/100 CENTS (\$90,000.00) annually for a period of five (5) years for appraisal services and maintenance of the real property schedule for Macon-Bibb County, in a substantially similar form to the attached Exhibit “A”, incorporated herein by reference, and to be paid from the Tax Assessor’s budget – Contract Labor, Contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener’s errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener’s error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an

ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY AND
GEORGIA MASS APPRAISAL SOLUTIONS & SERVICES, INC.**

This Professional Services Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and Georgia Mass Appraisal Solutions & Services, Inc., (hereinafter "GMASS" or "Consultant"), a domestic for-profit corporation with a principal address of 5040 Ridge Road, Norwood, Georgia, 30821, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree as follows:

1. Scope of Services

Consultant shall commence, diligently pursue, and complete the professional services as set forth in this Agreement and as specifically provided in Exhibit A – GMASS Proposal for Schedule Maintenance Services in Macon-Bibb County, ("Exhibit A"), attached hereto and incorporated by reference. All services will be performed in accordance with federal, state, and local laws. Consultant shall maintain current licenses and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing in the form of Change Orders and mutually agreed upon by the Parties. Consultant is not obligated to perform services beyond what is contemplated in this Agreement.

2. Compensation

Consultant shall receive NINETY THOUSAND DOLLARS AND 00/100 CENTS (\$90,000.00) Annually or as may be prorated monthly for terms less than 12-months, as well as per diem amounts in accordance with the Fee Schedule provided in Exhibit A. Any fee amount in excess of the amount stated in this Agreement must be approved by County in writing in the form of a Change Order prior to performance of services. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay State or Federal taxes.

Prior to the issuance of final payment from County, Consultant shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Consultant in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Consultant.

3. Term

This Agreement shall be effective as of November 1, 2023, for an initial term of two (2) months. Consultant shall commence performance of services within ten (10) days from the date of receipt of the fully executed Agreement. At the conclusion of the initial term, this Agreement shall automatically renew for up to five (5) additional 12-month terms. This Agreement shall terminate without further obligation on the part of County on June 30th of each year, and shall renew automatically on July 1st of each year, unless otherwise terminated in accordance with the provisions herein. In the absence of written documentation, this Agreement will remain in full force

and effect until December 31, 2026, or until such time as either Party notifies the other of their desire to terminate this Agreement. (Ga. Code Ann. § 36-60-13.)

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon ten (10) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. County Obligations

County shall timely provide all data information, plans, specifications, and other documentation reasonably required by Consultant to perform Services. County grants Consultant full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service. County shall provide all utilities and technical support required for the professional services to be performed.

7. Performance Standards

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to County that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

8. Independent Contractor

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Consultant will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Consultant in performing services and complying with this Agreement. Consultant will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Consultant shall provide county with a W-9 form for each contract term for which services are performed. Consultant and County agree that Consultant will be free to contract for similar services to be performed for other employers while under Contract with County.

9. Subcontracting and Assignment

Consultant may not subcontract without written consent by County. Should Consultant elect to

subcontract any services under this Agreement, Consultant shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Consultant has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Consultant under this Agreement.

10. Conflicts of Interest

Consultant and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Consultant shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

11. Indemnification

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant any Officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

12. Insurance

- (a) Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers,

employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.

- (d) Consultant agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Prior to the commencement of Services, Consultant shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Consultant is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (f) All deductibles shall be paid by Consultant. All liability policies obtained by Consultant in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Consultant. Consultant shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Consultant shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Consultant. Consultant shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.
- (g) The County shall be under no obligation to ensure that Consultant, or any subcontractor, complies with the insurance requirements of this Agreement, and Consultant assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Consultant further agrees to indemnify and hold harmless the County for any claims arising from Consultant's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

13. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services

hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Consultant has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Consultant shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Publicity

Consultant shall not release without prior written approval from County, any publicity regarding Services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Consultant, identifying County as receiving goods or services under this Agreement.

16. Confidentiality

Consultant shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

17. Discrimination and ADA Compliance

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

18. Drug Free Workplace

Neither Consultant nor any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

19. Prohibition Against Employing Illegal Aliens

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm

employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County Commission
Attn: Mayor Robert A.B. Reichert
Government Center
700 Poplar Street
Macon, Georgia 31201

For Consultant:

GMASS, Inc.
Attn: Kristi Reese
5040 Ridge Road
Norwood, Georgia 30821
(706) 339-4396

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

22. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

24. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

25. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

26. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

27. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

28. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

29. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

30. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

31. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or

agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Consultant may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Robert A.B. Reichert, Mayor Date _____

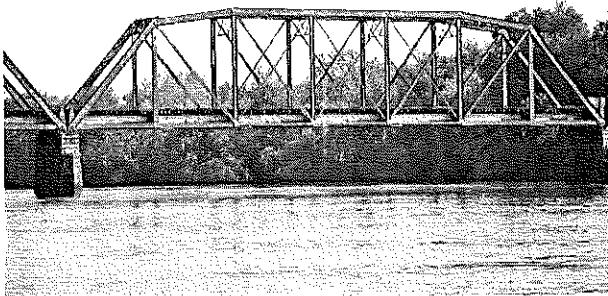
Attested: _____
Janice S. Ross, Clerk of Commission Date _____

Georgia Mass Approval Solutions & Services, Inc.:

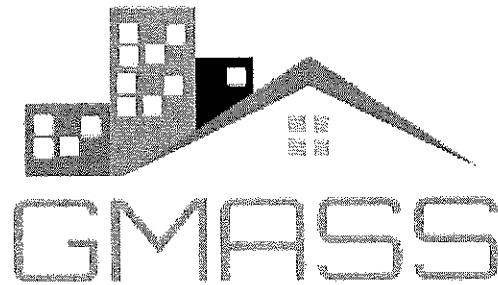
By: _____
Kristi Reese, CFO Date _____

Attested: _____
Date _____

Exhibit A



PROPOSAL FOR
SCHEDULE
MAINTENANCE
SERVICES IN
MACON-BIBB
COUNTY, GA



Kristi Reese
President, GMASS, Inc

Georgia Mass Appraisal Services & Solutions, Inc., GMASS, respectfully submits the following proposal for Schedule Maintenance Services in Macon-Bibb County, Georgia.

Items of Submission:

The services listed below will be provided over a 3 (three) year period through this contract

- Field review of a sampling of sales to determine accuracy of data.
- Reviewing and updating current cost schedules for residential, agricultural, commercial and industrial improvement types
 - Schedules will be based on cost values that when adjusted to local market conditions will produce fair market values.
 - Depreciation schedules will be updated for all real property types
- Neighborhood and location adjustments and tables will be developed and applied where market conditions dictate.
- Reviewing and updating Urban land schedules to properly value residential, commercial and industrial land.
 - These schedules will be developed using methods of lot, front foot, square foot or acreage as deemed appropriate by company and county.
- Reviewing and updating Rural land values for small and large tracts
 - Documenting work
 - Updating small acre break
 - Updating accessibility/desirability schedule that will contain adjustments for size, location and characteristics inherent within the parcel
 - Schedule shall begin at an acre level of .01 and extend to the largest tract acreage in the county
 - Schedule shall contain acre increments of one acre to the small acre break point
 - Acre increments above the small acre break point shall be determined by market analysis
 - Acreage increments of a tenth will be present to accommodate parcels less than one acre
 - Values around the small acre break will be blended to present as smooth as possible transition from small acreage to large acreage valuation
 - Determining the absorption rate for large tracts where insufficient sales exists
 - Absorption rate will be incorporated into accessibility/desirability table
 - Providing narrative descriptions of all land schedules and their components
 - Review and edit all data, information and values prior to mailing of assessment notices
- Generating sales ratio studies for all affected property types that meet the requirements of the Georgia Department of Revenue and the Macon-Bibb County Board of Assessors.
- Providing an appraiser registered with the Georgia Real Estate Appraiser Board for hearings or assistance with appeals. (Per Diem rate applies)

Cost of Services:

The cost for providing the services above shall be as follows:

Total Contract amount for year 1 (2024)	\$90,000.00
Total Contract amount for year 2 (2025)	\$90,000.00
Total Contract amount for year 3 (2026)	\$90,000.00
Optional Costs	
Per Diem for appeal preparation and BOE, CHO & SC hearings (includes expense)	\$750.00
Per Diem for appeal preparation and Superior Court hearings (includes expenses)	\$1,000.00

Company Information

Along with references, GMASS, Inc. would like to submit information regarding the company and appraisal work performed in Georgia. GMASS, Inc. was created under an agreement by its current owner Kristi Reese and has been in business for over 12 years. Prior to the formation of GMASS, Kristi had over 15 years of experience serving local governments in the ad valorem tax field. GMASS, Inc. has performed property tax work in over 80 Georgia counties. The GMASS, Inc. staff members have over 150 total years of experience in the appraisal process, GIS and CAMA work. GMASS, Inc. currently has on its staff a retired DOR agent, Gregg Reese, who was responsible for developing and teaching Georgia Certification courses, IV-B: The Appraisal of Rural Land and Timber Regulations. Also, on staff we have Stan King, a certified GIS Analyst. Stan is very knowledgeable with all aspects of GIS and its integration with WinGAP. Mark Loyd, former Training Instructor for the Georgia Department of Revenue and has brought with him years of experience with Georgia tax law. Tracy Thomas and Mark Lovett, both former DOR instructors, joined our staff in November of 2019 to fully complete our team.

Georgia Mass Appraisal Solutions and Services, Inc. (GMASS, Inc)

P.O. Box 67

Norwood, GA 30821

Kristi S. Reese, President

(706) 339-4396

Completed Contracts during last 2 Years:

County Name	Address	Telephone	Contact
Oglethorpe	P O Box 136 Lexington GA 30648	706-743-5166	Kem Caldwell
Crisp	210 S 7 th St Room 301 Cordele GA 31015	229-276-2635	Sean Sammons
Gordon	P O Box 533 Calhoun GA 30703	706-629-6812	Dana Burch
Jeff Davis	P O Box 609 Hazlehurst GA 31539	912-375-6624	Kathy Yawn
Liberty	P O Box 829 Hinesville GA 31310	912-876-2823	Glenda Roberts
Hall	P O Box 2895 Gainesville GA 30503	770-531-6720	Steve Watson
Telfair	128 E Oak St Suite 9 McRae GA 31055	229-868-2896	Nette McLean
Burke	P.O. Box 46 Waynesboro, GA 30830	706-554-2607	Philip Wren
Coweta	37 Perry Street Newnan, GA 30263	770-254-2680	Mike Marchese
Talbot	38 South Jefferson Street, Talbotton, GA 31827	706-665-3377	Lauren Harbin
Carroll	423 College Street Carrollton, GA 30117	770-830-5212	Renee Parmer
Towns	48 River Street, Suite F, Hiawassee, GA 30546	706-836-2276	Sonya Young

County Contracts in Progress:

CLIENT REFERENCES

County	Contact	Phone #	Job/Time frame
Oglethorpe	Kem Caldwell	706-743-5166	Revaluation-2018-2019
Hall	Steve Watson	770-531-6720	Comm Reval-Ongoing Maintenance 2016-Current
Coweta	Mike Marchese	770-254-2680	Revaluation - 2016-current
Haralson	Hubert Sparks	770-646-2022	Rural land Schedules-GIS Mapping - 2016-current
Carroll	Renee Parmer	770-830-5212	Contracted Comm. Appraiser-Revaluation 2016-Current
Gordon	Dana Burch	706-629-6812	Contracted Appraiser-GIS Mapping -2018-Current
Whitfield	Ashley O'Donald	706-275-7410	Contracted Appraisal Services - 2017-Current
Emanuel	Darryl Gray	478-237-1222	Contracted Appraisal Services - 2018-current
McIntosh	Keith Payne	912-437-6663	Appraisal Maintenance 2012- current
Charlton	Layne York	912-496-4645	Appraisal Maintenance 2020-2022
Colquitt	Jim Mac Booth	229-616-7425	Commercial Revaluation 2020
Lee	Dennis Lee	229-759-6010	Full revaluation 2020-2021
Talbot	Lauren Harbin	706-665-3377	Revaluation Update 2020

Personnel Resumes:

Gregg Reese
5040 Ridge Rd
Norwood GA 30821

Objective:

Assist local jurisdictions in the equalization of their tax bases.

EDUCATION:

GEORGIA DEPARTMENT OF REVENUE APPRAISER CERTIFICATION COURSES

1. **COURSE I**
2. **COURSE II**
3. **COURSE IV**

GEORGIA INSTITUTE OF TECHNOLOGY – BS IN TEXTILE MANAGEMENT
WARREN COUNTY HIGH SCHOOL

QUALIFICATIONS:

I hold the designation of a property Appraiser IV by the Department of Revenue.

Since retirement from DOR in August, 2012, I have completed 4 rural land revaluations for counties and assisted in other revaluations being conducted by K&G Consulting Services, LLC .

I was the lead developer/designer for WinGAP, the predominate CAMA in Georgia counties, during my tenure with the Georgia Department of Revenue. During my time with DOR, I, also, developed and provided instruction for 6 Georgia Certification Courses for WinGAP and two appraisal courses, Course IV-B, Valuation of Rural Land, and Timber Regulations. I have taught the DOR GCP course, Course IV-A, Valuation of Urban Land.

From 1976-1981, I held the position of Chief Appraiser in Warren County, where I conducted a county-wide revaluation.

POSITIONS HELD:

1. K&G Consulting Services, LLC - President (2012 to present)
2. Department of Revenue - Business Analyst Supervisor (2006 - 2012)
3. Department of Revenue - Principal Property Tax Appraiser (1981 - 2006)
4. Warren County - Chief Appraiser (1976-1981)

Kristi Reese

5040 Ridge Rd

Norwood GA 30821

G.R.E.A.B. Registered Appraiser # 7079

Carroll County

Tax Assessors Office

1989-1996

Reese & Associates

Self Employed

1997-2008

Taliaferro County

Contract Chief Appraiser

1998 - 2004

2009-present

Wilkes County

Contract Asst. Chief Appraiser -2007

GMASS Inc. 2008-present

Self Employed

Appraisal Education

90 Hours pre certification GREAB # 7079

300 Hours continuing education GREAB

Reference Counties

Hart, Camden, Gordon, Gilmer, Jones, Taliaferro, Oglethorpe, Emanuel, Franklin, Terrell, Quitman, Randolph, Laurens, Telfair, Elbert, Dooly, Wheeler, Long, Jeff Davis, Montgomery, Taylor, Wilkinson, Jefferson, Schley, McIntosh, Tift, Washington, Lee, Wilkes

Howard Stanley King, Jr.

Work History

1994-1997 Forsyth County Cumming, GA

Field Appraiser

Data collection and entry of new construction.

Appraise subdivisions.

Assisted appraiser supervisors in any other activities.

1997-1999 Dawson County Dawsonville, GA

Field Appraiser

Assisted in the completion of a total county wide revaluation.

Built CAMA schedules and tables for WinGAP.

Defend values to the Board of Equalization.

1999-2000 Blacks Mill Group, Inc. Dawsonville, GA

Project Manager

Organize county revaluations.

Manage Appraisal Staff.

Set up and install networks.

Data base management and CAMA operations.

2000-2002 Dawson County Dawsonville, GA

Deputy Chief Appraiser

Maintain office network.

Help convert and build WinGAP schedules and tables.

Manage field staff and data entry clerks.

2002- 2003 McCormick Consulting, Inc. Dawsonville, GA

Project Manager

Organize county revaluations.

Set up and install Networks.

Data base management and CAMA operations.

Reports and program building using FoxPro

GIS manager

Public Speaking

2003 - Current H.S. King, Inc. Dawsonville, GA

Owner

Contracting with counties and other firms in county consulting services.

Organize county revaluations.

Set up and install LAN and wireless networks.

Data base management and CAMA (computer assisted mass appraisal) operations

GIS-CAMA integrations

Online support/maintenance

Public Speaking

Contract Chief Appraiser

GREAB # : 324802

2009 - 2011 Gilmer County Ellijay, GA

Deputy Chief Appraiser

Manage Appraisal Staff.

Organize county revaluations annually.

Qualify sales.

All Commercial, Industrial, and complex appraisals.

Review all final sales ratio studies for all classes of property.

Defend values in appeals to BOE, Arbitration, Mediation, and Superior Court.

Maintain and Submit Digest annually.

GIS manager.

GAAO Commercial Committee

2011 – GMASS, INC Norwood, GA

COO, Project Manager

Manage Appraisal Staff.

Organize and manage multiple revaluation projects.

Perform Residential, Commercial, Industrial, and complex appraisals.

Defend values in appeals to BOE, Arbitration, Mediation, and Superior Court.

Mark M. Lovett

501 S. Victory Dr. Waynesboro, GA 30830 • 706-338-4228 • mark.lovett@gmass.net

Summary of Qualifications

- Digest Compliance auditor with seven years of Department of Revenue experience.
- Department of Revenue Timberland and Rural land instructor.
- Georgia Department of Revenue Certified Appraiser III.
- Geographic Information Systems (GIS) and SQL Server analyst.
- WinGAP Computer Assisted Mass Appraisal system technician and instructor.

Professional Experience

Georgia Department of Revenue Compliance Specialist

Georgia Department of Revenue Appraiser III, June 2011–Present

- Audit county tax digests through a three year rotational process and provide guidance to county Board of Assessors
- Develop, maintain (through state legislative updates), and instruct county appraisal staff and Board of Assessor members course material relevant to the ad valorem tax process using Official Code of Georgia title 48 and Georgia Department of Revenue Rules and Regulations (Appraisal Procedure Manual)
- Assist in drafting and amending Georgia Department of Revenue Rules and Regulations (Appraisal Procedure Manual)
- Appraise property designated as Public Utility property throughout the state of Georgia
- Incorporate GIS and SQL Server analysis into appraisal projects utilized by the Department of Revenue
- Provide weekly technical support to county appraisal staff utilizing the WinGAP Computer Assisted Mass Appraisal system
- Responsible for the Conservation Use Market study used in the development of an annual table of values for the Conservation Use and Forest Land Protection Act covenants
- Audit Forestland Protection Act Covenants for data entry and recording accuracy

Greene County Board of Assessors (Greensboro, Georgia)

Appraiser III, April 2003–June 2011

- Maintained Mylar and GIS parcel maps
- Created, through use of GPS technology, the county's first GIS address coverage
- Appraised all real property digest classifications of property including Residential, Commercial, Agricultural
- Appointed secretary to the Board of Assessors from 2009-2011
- Assisted the Chief Appraiser in the development of all real property schedules and tables used in appraising all real property classifications.
- Represented the Board of Assessors in appeal hearings before the county Board of Equalization

Education

- Bachelor of Science, 2000. Georgia College and State University, Milledgeville, Georgia.

Skills

- Extensive computer skills including ESRI, Manifold, and Bentley Microstation software; WinGAP software; SQL Server 2008, 2008R2, 2012, and 2016 software; highly proficient in MS Word, Excel, and Power Point
- Highly motivated and a self-starter; able to multi-task; very organized and prepared

Derek Brewer

GREAB # 304597

Work History

2007-2011 Gilmer County Ellijay, GA

Appraiser

Data collection and entry of commercial and residential property

Appraise rural and urban land.

Assisted in the completion of a total county wide revaluation.

Built CAMA schedules and tables for WinGAP.

Defend values to the Board of Equalization.

2011- Present GMASS, INC . Norwood, GA

Appraiser

Defend values to the Board of Equalization.

Discover and correct taxing irregularities

Appraise rural and urban land.

Assist project manager in any other activities.

Education/Experience

I have been a registered appraiser with the Georgia Real Estate Appraisers Board since 2006 and also received an Appraiser II designation from the Georgia Department of

Revenue in 2008. Since 2006 I have taken numerous continuing education courses with both the Georgia Department of Revenue and with the Georgia Real Estate Appraisers Board.

Contact

Derek Brewer

38 Walnut Ridge Ln.

Ellijay, GA 30540

Phone: (706) 297-1509

Email: brew-44@hotmail.com

Joseph David (Joe) Wright

2970 Carter Road

Sycamore, Georgia 31790

(229) 256-1370

OBJECTIVE:

I look forward to continuing to seek work in the field of property tax administration, appraisal and audits through the proposals and contracts as a consultant to the Tax Assessors Office. We can modify our services to accommodate the needs specific to the task at hand where previous work experience and qualifications will be applicable.

QUALIFICATIONS:

Management: Monitor and maintain pertinent records...Assess needs and establish work priorities...Control inventory; balance cash and accounts receivable...Assure satisfaction and compliance with regulations.

Personnel: Maintain harmonious working conditions with diverse personnel...Promote team performance.

Research/Investigation: Able to conduct diligent searches of probable accounts...Skilled and creative in adjusting to new methods in light of new facts and equipment.

EXPERIENCE:

2016 - Current

Georgia Mass Appraisal Solutions & Services

Norwood, Georgia

Project Manager/Field Appraiser

We offer a unique service to local governments in Georgia through contracts for assistance with the Board of Assessors. We pride ourselves in providing any kind of services needed in the tax assessor's office, through our business model and partnerships that we have established. We ensure compliance and satisfaction in the delivery of the finished product.

August 2012 - Current MW Consulting & Associates LLC
Sycamore, Georgia

Owner/Operator

Serve as the contract chief appraiser in Schley County and Webster County.

July 2008 - June 2017 Lee County Board of Assessors

Leesburg, Georgia

Chief Appraiser

Responsible for the duties of the chief appraiser position including the day to day operation and management of the office and appraisal staff, the successful completion of the annual tax digest, the annual budget for the department and ensuring and maintaining compliance with all state laws and regulations.

Mar 2007 - June 2008 Georgia Department of Revenue, Local Government Services

Atlanta, Georgia

Property Tax Appraiser

Responsible for the southwest territory consisting of twenty-five counties, including providing support and assistance to the tax assessor's offices within the territory, completing digest reviews and public utility appraisal work on an annual basis. I also was an instructor in the Georgia Certification Program, as well as a technical support agent for WinGAP.

Mar 2002 - Mar 2007

Turner County Board of Assessors

Ashburn, Georgia

Chief Appraiser

Responsible for the duties of the chief appraiser position including the day to day operation and management of the office and appraisal staff, the successful completion of the annual tax digest, the annual budget for the department and ensuring and maintaining compliance with all state laws and regulations.

Sept 1998 - Mar 2002

Berrien County Board of Assessors

Nashville, Georgia

Field Appraiser

Responsible for all types of real property appraisals, researching and qualifying deeds, mapping, assisting in an ongoing reevaluation, sales

ratio studies and analysis, hearing appeals from taxpayers, and any other responsibility that may arise as an employee of the tax assessor's office.

EDUCATION:

Ben Hill-Irwin Technical Institute

Fitzgerald, Georgia

Industrial Maintenance Technology

1995, No Diploma

Abraham Baldwin Agricultural College

Tifton, Georgia

Major, Undecided

1990 - 1993, No Diploma (45 credit hours)

Tift County High School

Tifton, Georgia

1992, Diploma

ACHIEVEMENTS:

Honor Graduate: Graduated in the top ten percent of my graduating class. (25th out of approximately 400)

President of Key Club 1990-1992.

Tift County High Marching Brigade Section Leader 1991-1992.

Member of Beta Club 1990 - 1992.

Member of Joint Enrollment Program TCHS/ABAC 1990-1992. (Allowing me to begin college as a high school junior).

Appraiser I Designation - 1997

Appraiser II Designation - 1997

Appraiser III Designation - 2002

Appraiser IV Designation - 2009

Georgia Real Estate Appraiser's Board - 2018

State Registered Real Property Appraiser License #383889

REFERENCES:

Nette McLean

Office (229) 868-2896 Extension 5

Beth Harding

Cell (478) 832-0674

Heather Harden

Office (229) 467-2428

Cell (229) 938-3109

R. KEVIN STAPLER
1350 HILLCREST ROAD
BOWDON, GEORGIA 30108

G.R.E.A.B. Registered Appraiser # 357652

Positions Held

United States Air Force

1985-1989

Carroll County

Tax Assessors Office

1990-1993

Carroll County Airport Authority

Manager

1993-1996

Douglas County

Tax Assessors Office

1996-1998

Kingsbridge Industrial

Owner/Operator

1998-2013

GMASS, Inc

Appraiser

2013-Present

Appraisal Education

90 Hours pre certification GREAB # 357652

QUALIFICATIONS:

I hold a certification as a registered appraiser with the Georgia Real Estate Appraisers Board.

While enlisted in the U.S. Air Force I learned many life skills that are necessary to perform well in my work ethics as well as my personal life. I have also completed many property tax revaluations for counties during my previous jobs with counties and with K&G Consulting Services, LLC . During these re-evaluations I have represented the county in many Board of Equalization hearings and resolved appeals for the Board of Assessors.

Reference Counties Carroll, Douglas, Coweta, Hall

Additional Appraisers – years with GMASS Inc.

- Josh Stapler - 9 years GREAB # 352728
- Andy Garrison - 10 years GREAB # 328254
- Erick Garrison - 8 years GREAB #328255
- Tameron Gayton - 5 years GREAB # 372163
- Nathan Vaughan - 5 years GREAB # 370818
- Kevin Murphy - 4 years GREAB # 369766
- Linsey May - 3 years GREAB # 383452
- Stevie Rich - 3 Years GREAB # 388465
- Adam Wright - 2 Years GREAB # 405121
- Kyle Pilkinton - 2 Years GREAB # 404173
- Justin Ratliff - 2 Years GREAB # 402985

Invoices: Invoices will be billed on a monthly basis for a period of 3 (three) years based of equal amounts of the total contract. Invoices are net 30 days, after 30 days 1 ½ interest will be added to all late payments.

For ~~Bleckley County~~

Macon - Bibb County

for G.M.A.S.S Inc

Conflict of Interest & Authorized Signature:

I, Kristi Reese, as Chief Financial Officer of GMASS do state that there are no circumstances that create conflict of interest in performing the services of this contract.

I, also, state that I am authorized to submit this proposal for GMASS.

Kristi Reese

GMASS, President & CFO

Contract for Services

County of Macon-Bibb

State of Georgia

THIS CONTRACT AND AGREEMENT is made and entered into this _____ day of _____ 2023, by and between MACON-BIBB COUNTY, GEORGIA, a political subdivision of the state of Georgia, acting by and through its Board of Tax Assessors (herein, the "County") and GMASS, INC (herein the "Company") for the purposes of providing appraisal and office assistance.

The services listed below will be provided over a 3 (three) year period through this contract

- Field review of qualified sales to determine accuracy of data.
- Reviewing and updating current cost schedules for residential, agricultural, commercial and industrial improvement types
 - Schedules will be based on cost values that when adjusted to local market conditions will produce fair market values.
 - Depreciation schedules will be updated for all real property types
- Neighborhood and location adjustments and tables will be developed and applied where market conditions dictate.
- Reviewing and updating Urban land schedules to properly value residential, commercial and industrial land.
 - These schedules will be developed using methods of lot, front foot, square foot or acreage as deemed appropriate by company and county.
- Reviewing and updating Rural land values for small and large tracts
 - Documenting work
 - Updating small acre break
 - Updating accessibility/desirability schedule that will contain adjustments for size, location and characteristics inherent within the parcel
 - Schedule shall begin at an acre level of .01 and extend to the largest tract acreage in the county
 - Schedule shall contain acre increments of one acre to the small acre break point
 - Acre increments above the small acre break point shall be determined by market analysis
 - Acreage increments of a tenth will be present to accommodate parcels less than one acre
 - Values around the small acre break will be blended to present as smooth as possible transition from small acreage to large acreage valuation
 - Determining the absorption rate for large tracts where insufficient sales exits

- Absorption rate will be incorporated into accessibility/desirability table
 - Providing narrative descriptions of all land schedules and their components
 - Review and edit all data, information and values prior to mailing of assessment notices
- Generating sales ratio studies for all affected property types that meet the requirements of the Georgia Department of Revenue and the Macon-Bibb County Board of Assessors.
- Providing an appraiser registered with the Georgia Real Estate Appraiser Board for hearings or assistance with appeals. (Per Diem rate applies)

Responsibility of County:

- The county is responsible for providing aerial photography with a parcel layer.
- Provide 1 computer workstations connected to county's network.
- Provide remote access to county network via LOGMEIN or VPN.
- Provide a desk and a reasonable workspace for Company

Cost of Services:

The cost for providing the services above shall be as follows:

Total Contract amount for year 1 (2024)	\$90,000.00
Total Contract amount for year 2 (2025)	\$90,000.00
Total Contract amount for year 3 (2026)	\$90,000.00
Optional Costs	
Per Diem for appeal preparation and BOE, CHO & SC hearings (includes expense)	\$750.00
Per Diem for appeal preparation and Superior Court hearings (includes expenses)	\$1,000.00

Termination of Contract: In the event that either party defaults in the performance of this contract, then the non-defaulting party shall be authorized to provide written notice of such default to the defaulting party (the "default notice"), and the defaulting party shall have thirty (30) days from the date of such notice to cure such default (the "cure period"). In the event that the defaulting party does not cure such default during the cure period, the contract shall terminate as of the 31st day after the date of the default notice. Upon the date of such termination, the all work under the contract shall terminate and each party to pay all amounts due to the other party, if any, as of the date of such default.

Contract Assignment: Company shall not be authorized to assign this contract, or any of Company's rights, duties or obligations under the contract to any other person or entity without the express written consent of the County, which consent shall be provided or withheld in the sole and absolute discretion of the County.

Invoices: County will be provided (36) monthly invoices of equal amounts to total the sum of this contract.

For Macon-Bibb County

for GMASS, Inc.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH WARREN ASSOCIATES, INC., IN THE AMOUNT OF \$1,224,000.00 CONSTRUCTION AND RENOVATION OF CLIFFVIEW LAKE AS A PARK, TO BE PAID FROM 2018 SPLOST PROCEEDS, RECREATION, CLIFFVIEW LAKE – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission (the “Commission”) desires to complete the park construction and renovation at the Cliffview Lake Property; and

WHEREAS, Invitation for Bids (“IFB”) No. 24-008-LH was published on October 20, 2023, soliciting bids for the construction and renovation of a park at Cliffview Lake; and

WHEREAS, IFB No. 24-008-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where one hundred fourteen (114) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, one (1) was African American- owned, four (4) were Asian American, one (1) was Hispanic/Latino-owned, and eight (8) were Native American-owned; and

WHEREAS, on the published due date of November 30, 2023, two (2) complete bids were received by Procurement, tabulated for responsiveness, and provided to the user department for specification requirements; and

WHEREAS, after the bid review, Warren Associates, Inc., whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement agrees with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Warren Associates, Inc., in the amount of ONE MILLION, TWO HUNDRED TWENTY-FOUR THOUSAND DOLLARS AND 00/100 CENTS (\$1,224,000.00) for the construction and renovation of the Cliffview Lake property into a park, to be paid 2018 SPLOST proceeds, Recreation, Cliffview Lake – Property line item, in a form to be approved of by the County Attorney, incorporated herein by reference.

BE IT FURTHER RESOLVED the Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Commission grants the Mayor and the County Attorney the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED In the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOFSTADTER AND ASSOCIATES, INC., IN THE AMOUNT OF \$47,281.00, FOR ENGINEERING SERVICES RELATED TO THE RECONSTRUCTION AND REPAVING OF MEAD ROAD, TO BE PAID FROM 2018 SPLOST FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, Mead Road, in District 2, is in vital need of resurfacing; and

WHEREAS, the preliminary step in repairing Mead Road is engaging with an engineer to design plans for the resurfacing; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 19-1, engineering services are a professional service for which competitive bidding or proposals are not feasible due to the level of judgment and skill required in a professional approach; and

WHEREAS, Hofstadter and Associates, Inc., ("Hofstadter") is a local engineering firm that has completed numerous projects satisfactorily for Macon-Bibb County; and

WHEREAS, the SPLOST Coordinator and the County Engineer both recommend Hofstadter to be the engineer to complete initial engineering services for the Mead Road Reconstruction & Repaving project; and

WHEREAS, the Macon-Bibb County Commission finds this Resolution necessary and proper to benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a professional services agreement with Hofstadter & Associates, Inc., in the amount of FORTY-

SEVEN THOUSAND, TWO HUNDRED EIGHTY-ONE DOLLARS AND 00/100 CENTS (\$47,281.00) for engineering services for the reconstruction and resurfacing of Mead Road, in a substantially similar form to the attached Exhibit “A”, incorporated herein by reference, and to be paid from 2018 SPLOST funds – Road Work, Other.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener’s errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener’s error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

[SIGNATURES TO FOLLOW]

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Exhibit A

PROFESSIONAL SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND HOFSTADTER AND ASSOCIATES, INC.

This Professional Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia, and Hofstadter and Associates, Inc., ("Architect"), a Georgia corporation, with a principal office address of 4571 ARKWRIGHT RD, MACON, GA, 31210-1301, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Consultant shall commence, diligently pursue, and complete architectural and engineering design drawings and construction observation services for the Mead Road Resurfacing Project (the "Project"). The Project shall include the following services, as detailed in Exhibit A – Task Release for Mead Road Resurfacing ("Exhibit A"), attached hereto and incorporated by reference. Consultant will deliver drawings in a format compatible with the County's drawing requirements. Final documents will be in both hard copy and electronic (pdf) formats.

2. Compensation

Consultant shall receive a flat fee of FOURTY-SEVEN THOUSAND, TWO HUNDRED EIGHTY-ONE DOLLARS AND 00/100 CENTS (\$47,281.00), in accordance with Exhibit A. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. Any amount charged to County in excess of the amount stated in this Agreement must be approved by County in writing in the form of a Change Order prior to performance of services. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from County's receipt of invoice. County is tax exempt and cannot agree to pay State or Federal taxes.

Prior to the issuance of final payment from County, Consultant shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Consultant in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Consultant.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Consultant shall commence performance of Architectural and Engineering Services within ten (10) days of final execution of this Agreement by the last party to do so. All

Services anticipated by the agreement shall be completed within one hundred (100) days from Consultant's receipt of the fully executed Agreement; Time to completion may be extended in writing upon mutual consent of the Parties.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

6. Performance Standards

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant warrants that all of Consultant's employees, agents, and contractors have all necessary skills, training, certifications, and expertise to complete the work in a professional and workmanlike manner.

7. Independent Contractor

Consultant is an independent Contractor and not an agent, partner, joint venturer, or employee of County. Neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Consultant will be responsible for, and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Consultant in performing services and complying with this Agreement. Consultant will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Consultant shall provide county with a W-9 form for each contract term for which services are performed. Consultant and County

agree that Consultant will be free to contract for similar services to be performed for other employers while under Contract with County.

Consultant acknowledges and agrees that Consultant is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Consultant is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

8. Subcontracting and Assignment

Consultant shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Consultant subcontract any services, Consultant shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Consultant has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Consultant under this Agreement.

9. Conflicts of Interest

Consultant and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Consultant shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

10. Indemnification

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any Officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with County law, ordinances, rules,

regulations, resolution, executive orders, or other instructions received from County.

11. Insurance

County may require that Consultant purchase or provide proof of its purchase of certain insurance policies in order to receive funds pursuant to this Agreement. In the event that County requires such purchase or proof of purchase of insurance policies, the County will notify Consultant of such requirements in writing. County shall be under no obligation to ensure that Consultant, or any subcontractor, complies with the insurance requirements of County, and Consultant assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business.

Consultant further agrees to indemnify and hold harmless the County for any claims arising from Consultant's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

12. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Architect shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

13. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Architect and during Architect's ordinary business hours.

14. Publicity

Architect shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Architect, identifying County as receiving goods or services under this Agreement.

15. Confidentiality

Architect shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

16. Discrimination and ADA Compliance

Architect will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: 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. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Architect shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

17. Drug Free Workplace

Architect and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

18. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: County Manager
700 Poplar Street
Macon, Georgia 31202-0247

For Architect:

Hofstadter and Associates, Inc.
Attn: Carl E. Hofstadter
4571 Arkwright Road,
Macon, Georgia 31210

With Copy To:

Macon-Bibb County Engineering
Attn: Charles Brooks, P.E.
780 Third Street
Macon, GA 31201

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

20. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

21. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

22. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

23. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

24. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

25. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

26. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

27. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

28. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Architect may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Hofstadter and Associates, Inc:

By: _____

Date

Attested: _____

(Title)

Date

EXHIBIT A

Macon-Bibb County, Georgia

**Task Release No. 6 Under
Master Engineering Services Agreement
Macon-Bibb County, Georgia and
Hofstadter and Associates, Inc.**

Task Release

THIS 25th day of April, 2023 the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in that certain **Master Engineering Services Agreement**, No. 1, dated January 12, 2021 between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:

The engineering for the repair of portions of Mead Road.

2. The Work:

2.1 Engineer shall provide the following Work on the Project:

or,

Attached as Exhibit "A" and incorporated herein by reference. Yes ☒ No ☐.

2.2 The Engineer shall produce for the Owner the following Design Documents, tangible products or deliverables as part of the Work:

or,

Attached as Exhibit "B" and incorporated herein by reference. Yes ☒ No ☐.

3. The Engineer's Representations:

3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.

3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.

3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project identified in Exhibit "C," if any, attached hereto and incorporated herein by reference.

3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. The Contract Time:

4.1 The Owner and Engineer shall agree to a reasonable timeline for all services to be performed under the task release.

5. The Contract Price:

- 5.1 The Owner agrees to pay the Engineer for the Work pursuant to the lump sum Contract Price based on the following percentages:

Engineering Design (Incl. Surveying and Permitting)	\$ 25,650.00
Construction Observation Fee	\$ 8550.00
Terracon (Geotech)	\$ 13,081.00

6. The Primary Contacts:

- 6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Carl E. Hofstadter	478-757-1169
Name	Phone

- 6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Charles Brooks	478-621-6660
Name	Phone

7. The Engineer hereby acknowledges and agrees that the Work for the Project is being performed for the Macon-Bibb, Georgia. For purposes of the Work for this Project under this Task Release, any and all references to the "Owner" herein or in the Master Agreement shall mean the "Macon-Bibb, Georgia".

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Hofstadter and Associates, Inc. ("Engineer")	Macon-Bibb County, Georgia ("Owner")
 Signature	 Lester M. Miller, Mayor
Printed name: <u>Carl E. Hofstadter, P.E.</u> Title: <u>President</u> Date: <u>April 26</u> , 20 <u>23</u>	 Janice S. Ross, Clerk of Commission Date: _____, 20____

Approved as to form:

By: _____

Printed Name: _____

Attorney for Macon-Bibb County

Exhibit "A" (See Paragraph 2.1)
Description of the Work

Hofstadter and Associates, Inc. shall produce construction drawings and construction observation for the resurfacing portion of Mead Road and perform engineering coordination with Macon-Bibb County.

Exhibit "B" (See Paragraph 2.2)
Design Documents, tangible products or deliverables that are part of the Work

1. Engineering Coordination with Macon-Bibb County
2. Construction Plans, including survey and E&S
3. Construction specifications
4. Construction Observation

Exhibit "C" (See Paragraph 3.3)
Owner-Supplied Information

1. Access to record drawings on file at Macon-Bibb County
2. GIS printouts of project sites (if necessary)

PROFESSIONAL SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND HOFSTADTER AND ASSOCIATES, INC.

This Professional Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia, and Hofstadter and Associates, Inc., ("Architect"), a Georgia corporation, with a principal office address of 4571 ARKWRIGHT RD, MACON, GA, 31210-1301, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Consultant shall commence, diligently pursue, and complete architectural and engineering design drawings and construction observation services for the Mead Road Resurfacing Project (the "Project"). The Project shall include the following services, as detailed in Exhibit A – Task Release for Mead Road Resurfacing ("Exhibit A"), attached hereto and incorporated by reference. Consultant will deliver drawings in a format compatible with the County's drawing requirements. Final documents will be in both hard copy and electronic (pdf) formats.

2. Compensation

Consultant shall receive a flat fee of FOURTY-SEVEN THOUSAND, TWO HUNDRED EIGHTY-ONE DOLLARS AND 00/100 CENTS (\$47,281.00), in accordance with Exhibit A. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. Any amount charged to County in excess of the amount stated in this Agreement must be approved by County in writing in the form of a Change Order prior to performance of services. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from County's receipt of invoice. County is tax exempt and cannot agree to pay State or Federal taxes.

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Services anticipated by the agreement shall be completed within one hundred (100) days from Consultant's receipt of the fully executed Agreement; Time to completion may be extended in writing upon mutual consent of the Parties.

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Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination.

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agree that Consultant will be free to contract for similar services to be performed for other employers while under Contract with County.

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Consultant and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Consultant shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

10. Indemnification

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any Officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with County law, ordinances, rules,

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For County:

Macon-Bibb County, Georgia
Attn: County Manager
700 Poplar Street
Macon, Georgia 31202-0247

For Architect:

Hofstadter and Associates, Inc.
Attn: Carl E. Hofstadter
4571 Arkwright Road,
Macon, Georgia 31210

With Copy To:

Macon-Bibb County Engineering
Attn: Charles Brooks, P.E.
780 Third Street
Macon, GA 31201

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

20. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

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In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

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The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

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This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

24. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

25. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

26. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

27. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

28. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Architect may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Hofstadter and Associates, Inc:

By: _____

Date

Attested: _____

(Title)

Date

EXHIBIT A

Macon-Bibb County, Georgia

**Task Release No. 6 Under
Master Engineering Services Agreement
Macon-Bibb County, Georgia and
Hofstadter and Associates, Inc.**

Task Release

THIS 25th day of April, 2023 the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in that certain **Master Engineering Services Agreement**, No. 1, dated January 12, 2021 between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:

The engineering for the repair of portions of Mead Road.

2. The Work:

2.1 Engineer shall provide the following Work on the Project:

or,

Attached as Exhibit "A" and incorporated herein by reference. Yes ☒ No ☐.

2.2 The Engineer shall produce for the Owner the following Design Documents, tangible products or deliverables as part of the Work:

or,

Attached as Exhibit "B" and incorporated herein by reference. Yes ☒ No ☐.

3. The Engineer's Representations:

3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.

3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.

3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project identified in Exhibit "C," if any, attached hereto and incorporated herein by reference.

3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. The Contract Time:

4.1 The Owner and Engineer shall agree to a reasonable timeline for all services to be performed under the task release.

5. The Contract Price:

- 5.1 The Owner agrees to pay the Engineer for the Work pursuant to the lump sum Contract Price based on the following percentages:

Engineering Design (Incl. Surveying and Permitting)	\$ 25,650.00
Construction Observation Fee	\$ 8550.00
Terracon (Geotech)	\$ 13,081.00

6. The Primary Contacts:

- 6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Carl E. Hofstadter	478-757-1169
Name	Phone

- 6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Charles Brooks	478-621-6660
Name	Phone

7. The Engineer hereby acknowledges and agrees that the Work for the Project is being performed for the Macon-Bibb, Georgia. For purposes of the Work for this Project under this Task Release, any and all references to the "Owner" herein or in the Master Agreement shall mean the "Macon-Bibb, Georgia".

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Hofstadter and Associates, Inc. ("Engineer")	Macon-Bibb County, Georgia ("Owner")
 Signature	 Lester M. Miller, Mayor
Printed name: <u>Carl E. Hofstadter, P.E.</u> Title: <u>President</u> Date: <u>April 26</u> , 20 <u>23</u>	 Janice S. Ross, Clerk of Commission Date: _____, 20____

Approved as to form:

By: _____

Printed Name: _____

Attorney for Macon-Bibb County

Exhibit "A" (See Paragraph 2.1)
Description of the Work

Hofstadter and Associates, Inc. shall produce construction drawings and construction observation for the resurfacing portion of Mead Road and perform engineering coordination with Macon-Bibb County.

Exhibit "B" (See Paragraph 2.2)
Design Documents, tangible products or deliverables that are part of the Work

1. Engineering Coordination with Macon-Bibb County
2. Construction Plans, including survey and E&S
3. Construction specifications
4. Construction Observation

Exhibit "C" (See Paragraph 3.3)
Owner-Supplied Information

1. Access to record drawings on file at Macon-Bibb County
2. GIS printouts of project sites (if necessary)



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NELSON WORLDWIDE, LLC, IN THE AMOUNT OF \$95,750.00, FOR ENGINEERING SERVICES RELATED TO THE DESIGN AND NEEDS ASSESMENT FOR THE MACON-BIBB COUNTY COURTHOUSE, TO BE PAID FROM 2018 SPLOST FUNDS, JUDICIAL, COURTHOUSE – PROPERTY LINE ITEM; AND FOR OTHER PURPOSES.

WHEREAS, in 2018, Macon-Bibb County entered into an agreement with Wakefield Beasley to do a needs assessment for planning future improvements and needs of the Macon-Bibb County Courthouse; and

WHEREAS, that needs assessment was completed thereafter, but due to the unforeseen changes brought about by Covid-19, that assessment no longer provides adequate information for future planning; and

WHEREAS, Macon-Bibb County desires to have the study updated to reflect the accurate current and future needs of the Courts; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 19-1, engineering services are a professional service for which competitive bidding or proposals are not feasible due to the level of judgment and skill required in a professional approach; and

WHEREAS, Nelson Wordwide, LLC, formerly known as Wakefield Beasley, is a Georgia-based engineering firm that has completed numerous projects satisfactorily for Macon-Bibb County; and

WHEREAS, the SPLOST Coordinator and the County Engineer both recommend Hofstadter to be the engineer to complete the necessary update to the design and needs assessment for the Macon-Bibb County Courthouse; and

WHEREAS, the Macon-Bibb County Commission finds this Resolution necessary and proper to benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a professional services agreement with Nelson Worldwide, LLC, in the amount of NINETY-FIVE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$95,750.00) for an updated design and needs study for the Macon-Bibb County Courthouse, in a substantially similar form to the attached Exhibit “A”, incorporated herein by reference, and to be paid from 2018 SPLOST funds, Judicial, Courthouse – Property line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener’s errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener’s error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission

that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

Exhibit A

PROFESSIONAL SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND NELSON WORLDWIDE, LLC.

This Professional Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia, and Nelson Worldwide, LLC ("Consultant"), a Georgia corporation, with a principal office address of 5200 Avalon Boulevard, Alpharetta, GA 30009, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Consultant shall commence, diligently pursue, and complete the design and needs assessment services (the "Services") contemplated in the attached Exhibit A – Proposal for Design Services for the Macon-Bibb County Courthouse, incorporated herein by reference. Consultant will deliver final drawings and reports in a formats compatible with County's requirements. Final documents will be in both hard copy and electronic (pdf) formats. Consultant may rely on the Assumptions and Exclusions expressed in Exhibit A. Any Services not specifically provided for in Exhibit A are considered to be outside of the Scope of Work and any additional services must be mutually agreed upon and authorized by signed amendment to this Agreement.

2. Compensation

Consultant shall receive a flat fee in the amount of NINETY-FIVE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$97,750.00), in accordance with Exhibit A. Any amounts in excess of the flat fee approved under authorized amendments to this Agreement shall be paid in accordance with the Regional Hourly Rate Schedule included in Exhibit A. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. Any amount charged to County in excess of the amount stated in this Agreement must be approved by County in writing in the form of a Change Order prior to performance of services. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from County's receipt of invoice. County is tax exempt and cannot agree to pay State or Federal taxes.

Prior to the issuance of final payment from County, Consultant shall certify in a form satisfactory to County that any and all subcontractors, staff, materialmen, suppliers, and other persons engaged by Consultant in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Consultant.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Consultant shall commence performance of the Services within ten (10) days of final

execution of this Agreement by the last party to do so. All Services anticipated by the agreement shall be completed within one hundred (100) days from Consultant's receipt of the fully executed Agreement; Time to completion may be extended in writing upon mutual consent of the Parties.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon ten (10) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

6. Performance Standards

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant warrants that all of Consultant's employees, agents, and contractors have all necessary skills, training, certifications, and expertise to complete the work in a professional and workmanlike manner.

7. Independent Contractor

Consultant is an independent Contractor and not an agent, partner, joint venturer, or employee of County. Neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Consultant will be responsible for, and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Consultant in performing services and complying with this Agreement. Consultant will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Consultant shall provide county with a W-9 form for each contract term for which services are performed. Consultant and County agree that Consultant will be free to contract for similar services to be performed for other employers while under Contract with County.

Consultant acknowledges and agrees that Consultant is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Consultant is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

8. Subcontracting and Assignment

Consultant shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Consultant subcontract any services, Consultant shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Consultant has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Consultant under this Agreement.

9. Conflicts of Interest

Consultant and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Consultant shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

10. Indemnification

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any Officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

11. Insurance

County may require that Consultant purchase or provide proof of its purchase of certain insurance policies in order to receive funds pursuant to this Agreement. In the event that County requires such purchase or proof of purchase of insurance policies, the County will

notify Consultant of such requirements in writing. County shall be under no obligation to ensure that Consultant, or any subcontractor, complies with the insurance requirements of County, and Consultant assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business.

Consultant further agrees to indemnify and hold harmless the County for any claims arising from Consultant's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

12. Ownership of Documents.

Provided that all payments have been made to the Consultant in accordance with this Agreement, all original studies, reports, inventions and other work products of the Independent Contractor created in connection with this Agreement are and shall remain the property of County whether the recommended improvements are implemented or not. County shall have the right to use same without restriction or limitation and without compensation to the Independent Contractor other than that provided for in this Agreement.

The County acknowledges that any reuse, or any modification of the original studies, reports, inventions and other work products of the Consultant, without written verification, completion, or adaptation by Consultant as appropriate for the specific purpose intended, will be at the County's sole risk and without liability or legal exposure to Independent Contractor or to its officers, directors, members, partners, agents, employees, and Consultants.

13. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Architect shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

14. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Architect and during Architect's ordinary business hours.

15. Publicity

Architect shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Architect, identifying County as receiving goods or services under this Agreement.

16. Confidentiality

Architect shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

17. Discrimination and ADA Compliance

Architect will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: 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. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Architect shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

18. Drug Free Workplace

Architect and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

19. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: County Manager
700 Poplar Street
Macon, Georgia 31202-0247

For Architect:

Nelson Worldwide, LLC
Attn: J. Brad Ewing 5200
Avalon Boulevard,
Alpharetta, Georgia 30009

With Copy To:

Macon-Bibb County Attorney
P. O. Box 247
Macon, GA 31201

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

20. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

21. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

22. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

23. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

24. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

25. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

26. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

27. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

28. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

29. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Architect may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

Attested: _____
Janice S. Ross, Clerk of Commission Date _____
(SEAL)

Nelson Worldwide, LLC:

By: _____
_____(Name/Title) Date _____

Attested: _____
_____(Name/Title) Date _____
(SEAL)

EXHIBIT A



NELSON
5200 Avalon Boulevard
Alpharetta, GA 30009

October 30, 2023

Mr. Clay Murphey
Vice President
OneSouth Bank
4070 Forsyth Road
Macon, GA 31210

RE: Proposal for Professional Design Services
Macon-Bibb County GA, Courthouse

Dear Mr. Murphey,

Nelco Architecture, Inc. ("Design Professional") is pleased to submit this proposal to OneSouth Bank ("Client") to provide design consulting services for the Macon- Bibb Historical Courthouse located at 601 Mulberry St. Macon, GA 31201 ("Project"). Design Professional's services will be provided in accordance with this Proposal including the Terms and Conditions of the Client's Standard Agreement.

I. Project Description and Understanding

Revisit and update the 2019 *Macon Bibb County Courthouse Programming/Needs Assessment Addition & Renovation Study and Concept Design*, which included a 12,900 SF Court Annex, 124,695 SF Existing Courthouse and 33,048 SF Grand Opera buildings (September 2019 Programming/ Needs Assessment attached for reference). The new updates will limit the scope of the previous package to omit the previously proposed Court Annex and only include the following maintain the new entry to the courthouse between the Opera / existing courthouse and provide a vehicular sally port for in-custodies transport along with interior modifications as necessary to accommodate in-custodies transfer within the structures. These proposed modifications in part are to relocate court functions and departments, improve security screening and provide a lobby entrance for the public to meet the operational and space needs to the year 2038.

II. Scope of Work

1.00 Project Orientation & Kick-Off

- 1.01 Review Previous Studies and Other Information: Design Professional will submit an information request for documents to support defining the scope of the project and provide pertinent

background information. The consultant will review relevant prior studies (with a focus on the 2019 study) and prepare a detailed list of discussion points to carry the project forward.

- 1.02 **Project Initiation Meeting and Visioning Session:** Design Professional will meet in-person with the client stakeholders to introduce the team, review the approach and schedule, and identify key issues that require attention. Examples of topics to be discussed include:

- Definition of project scope
- Identification of major issues for consideration
- Review of proposed project schedule
- Confirmation of communications protocols

A visioning session will take place during the second half of this meeting. This session will focus on defining the short-, medium-, and long-term goals for the judicial system, identifying major areas for consideration, and approaches to meeting these needs and goals.

- 1.03 **Tour Existing Facilities:** Design Professional will tour the existing court facilities (the historic courthouse, the annex, relevant portions of the Grand Opera House, and the new mall court) to become familiarized with current operations and understand each location's advantages and disadvantages, and to determine gaps between current resources and need.

2.00 **Service Model Evaluation and Program Validation**

- 2.01 **Inventory and Evaluate Existing and Proposed Facilities:** The types and amount of space available for use at each facility, as well as space that is currently in use but will not be available for future use, will be identified.

- 2.02 **User Group Interviews:** The consultant will interview key county and court representatives to develop a more in-depth understanding of the issues related to provision of services, growth and change, and existing facilities. Information gathered from project kickoff meeting, facility tours, the 2019 study and other relevant information, will all be utilized to discuss current operations and operational goals for the overall judicial system, each court department, and justice partners. Desired uses for each facility, including department and function locations, will be explored and defined. A list of user group interviews will be provided at project kick-off.

- 2.03 **Facilities Assessment Report:** Using the 2019 study, facility tours, and information gathered during document review and interviews, an update to the facilities evaluations will be provided and an assessment of the new mall court will be developed.

- 2.04 **Updated Space List:** Findings from the user group interviews will be applied to an update to the space list generated for the 2019 needs assessment/programming study.

3.00 Concept Design

- 3.01 Public Circulation Analysis and Design Concept: Using input from stakeholder groups, prior studies, facility tours, and other available information, design concepts will be developed for the public entrance, lobby, and vertical circulation. We assume a maximum of 3 concepts to be developed.
- 3.02 Secure Circulation Analysis and Design Concept: Using input from stakeholder groups, prior studies, facility tours, and other available information, design concepts will be developed for secure and separation circulation paths for the public, judges, and in-custodies. We assume a maximum of 3 concepts to be developed.
- 3.03 Vehicular Sallyport and Circulation Design Concept: Using input from stakeholder groups, prior studies, facility tours, and other available information including, design concepts will be developed for vehicular sallyport and related modifications and coordination necessary for the circulation of in-custodies. We assume a maximum of 3 concepts to be developed.
- 3.04 Update Plans and Diagrams: Plans and diagrams will be developed reflecting the final conceptual designs of those areas discussed in items 3.01, 3.02 and 3.03, above.

“(2) Basic electronic 3D views will be provided for the final concept upon request.

4.00 Report

- 4.01 Draft Report: The consultant will prepare a draft report covering the results of all tasks described above. The draft report will include the following chapters: introduction and summary, existing facilities evaluations and considerations, programming and needs assessment, judicial system service model (for all facilities), and conceptual plans/design. The consultant will e-mail a PDF of the draft report for distribution by the client.
- 4.02 Review Meeting: The consultant will meet with the stakeholders to discuss comments for incorporation into the final report. It is assumed that comments will be received electronically in advance of this review meeting.
- 4.03 Final Report: The report will be revised based on comments received electronically and from the review meeting. The consultant will e-mail a PDF of the final report for distribution by the client.
- 4.04 Final Presentation: The consultant will develop and refine design concept from section 3 and prepare a final presentation for the client, stakeholders and others at the discretion of the court.

- III. **Schedule:** Design Professional has developed a tentative Project Schedule including important milestones for Client's review and approval. During design, Design Professional and Client will review the progress of the Project and discuss any necessary changes in the Schedule. The following milestones are presently projected:

**exact calendar dates to be determined during project initiation meeting (1.02).*

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Wk. 8	Wk. 9	Wk. 10	Wk. 11	Week 12	Wk. 13	Wk. 14	Week 15	Week 16	
1.01 Review Previous Studies and Other Information	2.01 Inventory and Evaluate Existing Proposed Facilities	Report Documentation and Internal Reviews (includes 2.03, 2.04, 3.00, and 4.01)						Draft Report Submission and Review			Report and Concept Revisions				Final Submission to Client and Final Presentation	
1.02 Project Initiation Meeting & Visioning Session	2.02 User Group Interviews															
1.03 Tour Existing Facilities	3.00 Concept Designs and Reviews															

IV. **Design Services to be performed by the Design Professional include:**

A. **Compensation for Scope of Work:**

- Compensation for Tasks 1.00-4.00 are indicated below. Nelson proposes a Lump Sum Fee of Ninety-Five Thousand and Seven-Hundred and Fifty Dollars (\$95,750.00) in addition to the Lump Sum Design Fee provided above. Reimbursables are included in this fee. Fee provided is valid for 90 days after from the date indicated in this document, the 90 day period the current fee is subject to reevaluation.

Scope of Work Tasks 1.00-5.00 \$ 95,750.00

V. **Optional Additional Services (not currently included in fee)**

- As constructed drawings can be provided as an additional service.
- Photo-realistic renderings and Fly-Thru animations may be provided as additional service.
- Presentation boards for public display.

VI. **Assumptions and Exclusions**

- A new service model will be developed for the mall court since this facility has not been previously studied; however, this scope of work assumes that an overall service plan will be required, as the movement of functions into the mall court will impact the broader court system.
- Drawings will be developed at the level of schematic design. AIA BIM LOD of 300
- Engineering Design Services are not included in this proposal.
- We assume (2) in person meetings- Project Kick-Off and User Group Workshops. All other meetings will be virtual.
- We assume Mall Court will not be part of this scope.
- Reimbursables are included in the fee.
- Presentation Boards for public display is not included in this fee.

- Photo-realistic renderings and Fly-Thru animations are not included in this fee.

VII. Agreement

This Proposal incorporates the following documents, in order of precedence:

1. This Proposal Letter;
2. The attached Exhibits:
 - a. Exhibit A - Terms and Conditions
 - b. Exhibit B - Schedule of Hourly Rates

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

Effective Date. The effective date of this Agreement is October 30, 2023.

Sincerely,

J. Brad Ewing, AIA
Associate Principal, Regional Practice Leader
CCJ&E

1. **AGREEMENT.** The Agreement between Architect and Client consists solely of these Terms and Conditions and the Letter of Agreement to which they are attached ("Agreement"). In the event that Architect and Client have not executed the Agreement, Client's authorization to Architect to proceed with the performance of the services set forth in the Letter of Agreement shall constitute acceptance by the Client of these Terms and Conditions.

2. **SCOPE OF SERVICES.** Architect agrees to provide only those professional services specifically set forth in the Letter of Agreement to which these Terms and Conditions are attached. Additional services may be performed if requested, subject to an agreed upon revision in the scope of services and authorized fee.

3. **INVOICES, PAYMENTS.** Architect will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due thirty (30) days from invoice date. Any objection to the content of any invoice shall be deemed waived if not made in writing within ten (10) days of receipt of the invoice. No deductions shall be made from any payments due Architect. Amounts outstanding over 30 days shall be assessed a service charge of one and one-half (1-1/2) percent per month.

Where required by applicable law, sales, use consumer and similar taxes will be invoiced to Client in addition to Architect's compensation for professional services. Client will be responsible for the payment of such taxes to Architect, and Architect will report and remit such taxes to the appropriate governmental authorities.

Timely payment to Architect in accordance with these Terms and Conditions is a material term of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for suspension of services, or termination of the Agreement, by Architect.

This Agreement anticipates that Architect's services will proceed continuously in accordance with the Project schedule. If the Project is suspended or delayed for reasons beyond Architect's control, Architect shall be compensated for expenses incurred due to the interruption and resumption of its services, and the Parties shall mutually agree upon an equitable adjustment of Architect's fees and the duration for the remaining services.

4. **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for services and include expenses incurred by Architect and its employees and consultants directly related to the Project.

5. **CLIENT'S RESPONSIBILITIES.** Client shall do the following in a timely manner so as not to delay the services of Architect and shall bear all costs incidental thereto:

.1 Designate in writing a person to act as Client's representative with respect to the services to be provided by Architect under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Architect's services for the Project.

.2 Provide full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.

.3 Furnish geotechnical, structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by

authorities having jurisdiction over the Project, or reasonably requested by Architect. Architect shall be entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by Client, Contractor, or any of their subcontractors or consultants. Architect's coordination of its services with Client's consultants shall be limited to that necessary for consistency of Architect's documents with those of such consultants.

.4 Advise Architect of the identity and scope of services of any consultants employed by Client to perform or furnish services on the Project, including, but not limited to, construction management, cost estimating, Project peer review, value engineering and constructability review.

6. **ARCHITECT'S RESPONSIBILITIES.** Architect's services shall be performed as expeditiously as is consistent with the orderly progress of the work and in accordance with the Standard of Care as defined below. Architect shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

7. **STANDARD OF CARE.** Architect's services shall be performed with that degree of usual and customary professional skill and care exercised by members of its profession practicing in the same or similar locality under similar circumstances ("Standard of Care"). The Standard of Care shall exclusively be judged as of the time the services are rendered. Architect makes no express or implied warranty beyond its commitment to conform to this standard.

8. **DOCUMENTS.** The drawing(s), specifications, REVIT files, CAD files and other documents and electronic files ("Documents") prepared in connection with this Agreement are instruments of service prepared specifically for use on this Project. They are not intended or represented to be suitable for reuse by Client or others on any other project or for any other purpose.

Client agrees that all Documents, whether or not furnished to Client or its agents, are instruments of Architect's service and Architect shall retain all rights of ownership. Architect grants Client a nonexclusive license to use the Documents in connection with the Project and to retain copies, including reproducible copies, in connection with Client's use of the completed Project. The Documents shall not be used by Client on other projects, for additions to this Project and, provided Architect is not adjudged to be in default under this Agreement, for completion of this Project by others, except by agreement in writing with the appropriate compensation to Architect. To the extent that Architect has not received compensation in accordance with the Terms and Conditions of this Agreement any and all rights of Client in connection with the use of the Documents are terminated and all Documents are to be immediately returned to Architect.

Client agrees to indemnify and hold Architect harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the Client's unauthorized use, re-use, transfer or modification of the Documents.

9. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either Client or Architect.

10. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Architect and its officers, directors, partners, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Architect or its officers, directors, partners, employees, agents or consultants, or any of them, shall not exceed the Architect's fee for the Project. Furthermore, the parties hereby waive, as against each other, any claims for incidental, special, exemplary or consequential damages.

11. **HAZARDOUS MATERIALS.** Architect and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, but shall immediately notify the Client of such findings.

12. **AREAS AND MEASUREMENTS.** Areas and measurements provided by Architect are derived from drawing dimensions or field measurements and are not intended to be used as the basis for calculating rent or for other similar purposes.

13. **DESIGN/BUILD CONTRACTOR.** Architect and its consultants shall have no responsibility for the design, technical adequacy or accuracy, installation, or performance of any Design/Build portions of the Project.

14. **TERMINATION, SUSPENSION.** This Agreement may be terminated by either party upon not less than seven (7) days written notice. In the event of termination, Architect shall be paid for all services performed prior to the later of the receipt of written notice of termination or the effective date of termination, plus reimbursable expenses then due.

15. **INDEMNIFICATION.** Architect agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Architect, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Architect harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.

16. **MEDIATION.** Client and Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to good faith non-binding mediation unless the parties mutually agree otherwise. Mediation shall be initiated within a reasonable time after the basis for the dispute has arisen by submitting a demand for mediation which sets forth in detail the basis for the claim and the relief sought to the party against which the claim is asserted. A single mediator shall be selected by the parties. Any dispute not resolved within ninety (90) days of the receipt of the written notice required by this paragraph may be resolved by litigation.

Client and Architect further agree to include a similar mediation provision in agreements with contractors and consultants retained for the Project

thereby providing for mediation as the initial method for dispute resolution between parties to those agreements.

17. **WAIVER OF SUBROGATION.** Except to the extent that such waiver would invalidate the applicable insurance coverage, Client and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. Client and Architect each shall require similar waivers from their contractors, consultants and agents.

18. **REFERENCE.** Architect shall have the right to reference Client, the Project and provide a general description of the scope of services, as well as to include representations of the design of the Project, including photographs, among Architect's professional materials, including, but not limited to, Architect's promotional materials, professional publications, websites, social media, digital platforms and competition submissions. Client shall provide professional credit for Architect in Client's promotional materials for the Project.

19. **ANTI-BRIBERY AND ANTI-CORRUPTION.** Client and Architect acknowledge their responsibilities and commitment to abide by and comply with both domestic and international anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act and the United Kingdom Anti-Bribery Act, and any amendments and related regulations, in addition to their own ethical guidelines. Either party may terminate this Agreement at any stage of the Project, if it has a good faith basis to believe that the other party failed to comply with the provisions of this Section, including any non-compliance prior to the effective date of this Agreement. The non-compliant party shall indemnify the other party from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, arising out of or resulting from such non-compliance.

20. **LATENT CONDITIONS.** In the event that the Project includes any remodeling, alteration, or rehabilitation work, Client acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

21. MISCELLANEOUS TERMS.

.1 **Choice of Law.** This Agreement shall be construed in accordance with the laws of the state where the Project is located.

.2 **Severability.** If any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

.3 **Integration and Non-waiver.** This Agreement represents the entire and integrated agreement between Client and Architect and supersedes all prior negotiations, representations, or agreements. No failure to act by either Party hereto shall be deemed to constitute a waiver of such Party's rights or remedies hereunder.

.4 **Survival.** All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Architect under this Agreement or the termination of this Agreement for any reason.

.5 **Assignment.** Architect may assign this Agreement to a subsidiary or affiliate of Architect. No other transfer or assignment is permitted except with prior written approval of the other party.

Exhibit B –Schedule Hourly Rates (PAGE 2 OF 2)

The hourly rates to be included in the invoices of the Design Professional shall be as follows:

NELSON

EXHIBIT B SOUTHEAST REGION 2023 HOURLY RATES

Intern	\$105
Interior Designer I	\$110
Interior Designer II	\$125
Interior Designer III	\$140
Senior Interior Designer	\$195
Technical Designer I	\$115
Technical Designer II	\$140
Technical Designer III	\$150
Senior Technical Designer	\$195
Landscape Architect	\$155
Architect	\$160
Senior Architect	\$200
Project Manager	\$195
Senior Project Manager	\$225
Account Manager	\$165
Senior Account Manager	\$200
Account Director	\$220
Design Leader	\$275
Regional Design Leader	\$325
Technical Leader	\$245
Regional Technical Leader	\$325
Graphic Designer I	\$110
Graphic Designer II	\$125
Graphic Designer III	\$145
Senior Graphic Designer	\$155
Visualization Manager	\$235
Visualization Designer I	\$115
Visualization Designer II	\$150
Senior Visualization Designer	\$180
Project Coordinator	\$120
Director of Sustainability	\$250
Strategic Occupancy Planner	\$205
Studio Leader	\$275
Senior Director	\$250
Vice President Brand Strategy & Mktg	\$250
Market Leader	\$300
Regional Practice Leader	\$325
Business Leader	\$325
National Practice Leader	\$375

These hourly rates may be adjusted annually on the anniversary date of this Contract subject to the customary salary policies of the Design Team member firms and the approval of the Owner.

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LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE FORTY-FOURTH AMENDMENT TO THE 2018 SPLOST PROJECT TIMELINE AND BUDGET AS PRESENTED BY THE SPLOST PROJECT MANAGER; AND FOR OTHER LAWFUL PURPOSES.

***Purpose:** To amend the SPLOST Project Timeline as provided herein.*

WHEREAS, on or about April 18, 2017, the Macon-Bibb County Commission approved Resolution No. R-17-0066, establishing the 2018 SPLOST Project Timeline and Budget; and

WHEREAS, since such time, the Macon-Bibb County Commission has amended such timeline forty-three times, with the most recent amendment being adopted by Resolution R-23-0183 on October 3, 2023; and

WHEREAS, a copy of the most recent amended SPLOST Project Timeline and Budget is attached hereto at Exhibit A and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to adopt the forty-third amendment to the 2018 SPLOST Project Timeline and Budget for purposes of including the following adjustments:

1. Move \$230,000 from 2023 Roads and Bridges – Other - Jeffersonville Road line item to the 2023 Roads and Bridges – Other - Pinehill Dr Sidewalks line item; and
2. Move \$500,000 from 2023 Roads and Bridges – Other - Jeffersonville Road line item to a new SPLOST budget line item to be named 2023 Roads and Bridges – Other - Miscellaneous Sidewalks.

WHEREAS, the SPLOST Project Manager has prepared the forty-third amendment to the 2018 SPLOST Project Timeline and Budget which is attached hereto as Exhibit B and incorporated herein by reference (the “SPLOST Project Timeline”); and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, as follows:

1. The Commission hereby adopts and approves the forty-third amendment to the SPLOST Project Timeline, in substantially the same form as Exhibit B attached hereto and incorporated herein by reference.

2. The SPLOST Project Timeline shall serve as a guideline for the timing and expenditure of 2018 SPLOST Revenues.

For purposes of this Resolution, 2018 SPLOST Revenues shall mean and refer to the revenues from the one cent Special Purpose Local Option Sales and Use Tax which was approved by Resolution, dated August 6, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016, on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000.

3. The purpose of the SPLOST Project Timeline is to provide for and ensure the orderly and appropriate expenditure of the 2018 SPLOST Revenues so that each SPLOST Project is accomplished, and the annual bond indebtedness payments satisfied without exceeding the estimated annual flow of 2018 SPLOST Revenues.

4. An Ordinance appropriating funds for each SPLOST capital outlay project shall still be required to be approved by the Macon-Bibb County Commission pursuant to the appropriation process as set forth in Section 14 of the Charter of Macon-Bibb County.

5. If the timing of a SPLOST project is to be advanced in the timeline or if the estimated budgeted amount for a SPLOST project is amended, then another SPLOST Project or combination of SPLOST Projects must be delayed from their schedule time, along with including any necessary budget adjustments to remaining SPLOST projects, so as to ensure that the annual expenditures related to SPLOST projects will never exceed the cumulative amount of available 2018 SPLOST Revenues.

6. If an Ordinance is submitted for approval of a SPLOST capital outlay project which requires amending the SPLOST Project Timeline, then such necessary amendment(s) shall be made to the SPLOST Project Timeline in conjunction with the SPLOST Project Manager and included as part of said Ordinance.

7. The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

8. In the event scrivener's errors shall be discovered in this Resolution or in the Exhibit(s) hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

9. The Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

10. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

11. In the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

12. This resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Adopting Forty-Fourth SPLOST Timeline Amendment 12-14-23.Docx

EXHIBIT A

CURRENT SPLOST TIMELINE

2018 SPLOST**PROJECT TIMELINE (MILLION DOLLARS)**

Amendment 43

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
WALKER ROAD LANDFILL CLOSURE	\$1,800,000											
PURCHASE	\$1,084,258				\$5,656,359	\$7,694,937	\$3,000,000					\$18,151,296
TRANSFER												\$1,084,258
TOTAL	\$2,884,258	\$0			\$5,656,359	\$7,694,937			\$0			\$0
CUMULATIVE	\$2,884,258	\$2,884,258	\$2,884,258	\$2,884,258	\$8,540,617	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554
COURTHOUSE ADDITION												
COURTHOUSE	\$736,593				\$2,885,652	\$4,000,000	\$2,545,734		\$9,503,944	\$10,879,770		\$30,551,693
PARKING DECK		\$408,594	\$15,000		\$450,000				\$3,032,074	\$3,847,074		\$7,752,742
COURTROOM												
JUVENILE JUSTICE		\$144,213										\$144,213
TOTAL	\$736,593	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$0	
CUMULATIVE	\$736,593	\$1,289,400	\$1,304,400	\$1,304,400	\$4,640,052	\$8,640,052	\$11,185,786	\$11,185,786	\$23,721,804	\$38,448,648	\$38,448,648	
ECONOMIC DEVELOPMENT												
INDUSTRIAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$7,500,000		\$2,500,000	\$2,500,000	\$2,500,000	\$25,000,000
OTHER (PARKING)						\$3,847,468						\$3,847,468
TOTAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$2,500,000	
CUMULATIVE		\$2,500,000	\$5,000,000	\$7,500,000	\$10,000,000	\$16,347,468	\$23,847,468	\$23,847,468	\$23,847,468	\$26,347,468	\$28,847,468	
BLIGHT REMEDIATION												
Blight Bond #2	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844						\$11,541,517
TOTAL	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$0	
CUMULATIVE	\$750,000	\$1,331,251	\$2,465,725	\$3,600,199	\$4,919,673	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	
DEBT RETIREMENT												
2013 A (2017refunding issue)		\$718,007										\$718,007
2013 B MBCUDA		\$146,551	\$1,700,000									\$1,846,551
2015 A MBCUDA		\$906,920	\$900,000	\$100,000	\$300,000							\$2,206,920
2015B MBCUDA		\$422,076	\$1,000,000	\$1,000,000	\$500,000							\$2,922,076
2015 MBCIDA		\$556,768	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000				\$2,956,768
GMA LEASE		\$2,849,678										\$2,849,678
TOTAL		\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000	\$13,500,000	\$13,500,000	\$13,500,000	
CUMULATIVE		\$5,600,000	\$9,600,000	\$11,100,000	\$12,300,000	\$12,700,000	\$13,100,000	\$13,500,000	\$13,500,000	\$13,500,000	\$13,500,000	

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
PUBLIC SAFETY											
FIRE STATION											
FIRE UPGRADE		\$220,215	\$480,710	\$480,710	\$2,886,158		\$480,710	\$480,710		\$240,355	
LADDER TRUCK		\$1,221,915			\$962,054						
IT UPGRADE		\$240,355	\$961,420		\$962,054		\$1,792,054		\$132,054	\$480,710	
SHERIFF VEHICLES	\$275,110	\$240,355	\$240,355	\$240,355	\$240,355	\$240,355	\$480,710	\$962,054	\$240,355		
SHERIFF BUILDINGS	\$591,310	\$95,000		\$1,500,000	\$2,407,227						
TOWERS	\$961,420		\$1,924,066								
PUBLIC SAFETY OTHER				\$100,000			\$562,054			\$480,710	
TOTAL	\$1,827,840	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775	
CUMULATIVE	\$1,827,840	\$3,605,325	\$7,211,876	\$9,532,941	\$17,471,499	\$17,711,854	\$21,027,382	\$22,470,146	\$22,842,555	\$24,044,330	\$24,044,330
ROADS AND BRIDGES											
LMIG	\$630,000	\$939,766	\$632,131	\$647,825	\$826,821	\$846,050	\$865,278	\$884,506	\$907,100	\$922,963	\$85,706
BASS	\$121,065	\$721,065		\$1,371,570		\$551,270		\$1,771,410	\$972,385		
SARDIS CHURCH/SGODA RD		\$5,001									
FOREST HILL	\$694,537	\$564,923									
SEVENTH STREET	\$370,000										
ELECTRIC BUS	\$1,076,000	\$140,000		\$2,631,212		\$3,741,000					
CENTRAL CITY COMMONS			\$1,068,372								
OTHER											
Jeffersonville	\$140,000	\$529,150	\$324,000	\$1,386,523	\$486,303						
Ocmulgee Trail	\$400,000										
Second Street	\$2,200,000										
sidewalks Log Cabin		\$288,000									
Sidewalks Pinehill		\$100,000			\$150,000		\$350,000				
MGSU		\$206,000	\$2,500,000								
Navicent		\$250,000									
Hollingsworth Rd Sidewalks					\$288,000		\$250,000				
Allen Rd Signal		\$29,150									
Tucker Rd Bridge		\$300,000									
Jeffersonville Road Sidewalks					\$1,070,809						
Old Clinton Road Sidewalk					\$200,000						
Meade Road							\$650,000				
TOTAL	\$5,631,602	\$4,073,055	\$4,524,503	\$6,037,130	\$3,021,933	\$5,138,320	\$2,115,278	\$2,655,916	\$1,879,485	\$972,963	\$85,706
CUMULATIVE	\$5,631,602	\$9,704,657	\$14,229,160	\$20,266,290	\$23,288,223	\$28,426,543	\$30,541,821	\$33,197,737	\$35,077,222	\$36,000,185	\$36,085,891

Stormwater Management

**VARIOUS
EMERGENCY**

TOTAL

CULTURAL AND PUBLIC											
GRAND OPERA	\$1,922,840	\$1,057,012	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$1,790,240	\$865,278
HEALTH DEPT/MENTAL HEALTH		\$865,278								\$865,278	\$865,278
SHURLING LIBRARY											
COLISEUM	\$590,000	\$371,420	\$961,420	\$961,420	\$961,420	\$1,922,840	\$961,420				
AUDITORIUM		\$450,000	\$1,032,000	\$547,050	\$3,369,278		\$6,013,203				
TUBMAN			\$482,500								
ROSE HILL							\$480,988				
SMART/LAKE PARK	\$100,000	\$861,420									
OTHER(LW, DOUGLASS)	\$2,884,260	\$136,300									
TOTAL	\$5,497,100	\$3,741,430	\$3,341,198	\$2,373,748	\$6,157,396	\$8,320,889	\$865,278	\$865,278	\$865,278	\$2,655,518	\$865,278
CUMULATIVE	\$5,497,100	\$9,238,530	\$12,579,728	\$14,953,476	\$21,110,872	\$29,431,761	\$30,297,039	\$31,162,317	\$32,027,595	\$34,683,113	\$35,548,391
PARKS AND RECREATION											
CLIFFVIEW LAKE											
LAKE TOBOSOFKEE		\$961,420	\$2,002,840	\$300,000	\$400,000		\$662,130				
SOUTH BIBB REC	\$1,884,568	\$5,806,792	\$150,000								
JDS TENNIS			\$825,000					\$1,407,550			
FRANK JOHNSON	\$48,250			\$150,000			\$2,355,325				
FILMORE THOMAS							\$2,734,260				
MEMORIAL							\$2,403,550				
FREEDOM PARK	\$384,568	\$2,642,408	\$1,031,180								
BLOOMFIELD/GILEAD	\$822,994			\$1,500,000		\$2,330,402					
EAST MACON REC	\$961,420	\$350,000	\$533,000	\$60,000		\$499,130					
CENTRAL CITY PARK	\$1,249,846	\$1,442,130		\$930,000	\$512,130						
BOWDEN	\$340,000	\$140,710									
BOOKER T CENTER?		\$240,710					\$217,000				
Mattie Hubbard				\$250,000		\$80,000					
OTHER(N MACON, SENIORS)	\$150,000	\$811,420		\$230,000		\$91,000					
TOTAL	\$5,841,646	\$12,395,590	\$4,542,020	\$3,170,000	\$1,162,130	\$4,946,371	\$8,372,265	\$1,407,550	\$0	\$0	\$0
CUMULATIVE	\$5,841,646	\$18,237,236	\$22,779,256	\$25,949,256	\$27,111,386	\$32,057,757	\$40,430,022	\$41,837,572	\$41,837,572	\$41,837,572	\$41,837,572
INTEREST											
SUMMARY											TOTALS
LANDFILL	\$764,446	\$0	\$0	\$0	\$5,656,359	\$7,694,937	\$0	\$0	\$0	\$0	\$16,235,554
COURTHOUSE	\$1,529,332	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$38,448,648
ECON DEV	\$152,532	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$28,847,468
BLIGHT	\$458,483	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$11,541,517
DEBT		\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000	\$0	\$0	\$13,500,000
PUBLIC SAFETY	\$955,670	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775	\$24,044,330
ROADS	\$1,338,109	\$4,073,055	\$4,524,503	\$6,037,130	\$3,021,933	\$5,138,320	\$2,115,278	\$2,655,916	\$1,879,485	\$922,963	\$36,085,891
STORMWATER	\$955,666	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$24,044,334

EXHIBIT B
**PROPOSED SPLOST TIMELINE
AMENDMENT**

2018 SPLOST

Amendment 42

PROJECT TIMELINE (MILLION DOLLARS)

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
WALKER ROAD LANDFILL CLOSURE PURCHASE TRANSFER	\$1,800,000				\$5,656,359	\$7,694,937	\$3,000,000					\$18,151,296
	\$1,084,258				\$8,540,617	\$16,235,554			\$16,235,554	\$16,235,554	\$16,235,554	\$1,084,258
TOTAL	\$2,884,258	\$0	\$2,884,258	\$2,884,258	\$5,656,359	\$7,694,937			\$0			\$0
CUMULATIVE	\$2,884,258	\$2,884,258	\$2,884,258	\$2,884,258	\$8,540,617	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$18,151,296
COURTHOUSE ADDITION COURTHOUSE PARKING DECK COURTROOM JUVENILE JUSTICE	\$736,593	\$408,594	\$15,000		\$2,885,652	\$4,000,000	\$2,545,734		\$9,503,944	\$10,879,770		\$30,551,693
					\$450,000				\$3,032,074	\$3,847,074		\$7,752,742
		\$144,213										\$144,213
	\$736,593	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$0	
TOTAL	\$736,593	\$1,289,400	\$1,304,400	\$1,304,400	\$4,640,052	\$8,640,052	\$11,185,786	\$11,185,786	\$23,721,804	\$38,448,648	\$38,448,648	
CUMULATIVE												
ECONOMIC DEVELOPMENT INDUSTRIAL OTHER (PARKING)												
TOTAL												
CUMULATIVE												
BLIGHT REMEDIATION Blight Bond #2												
TOTAL	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844			\$0	\$0	\$0	\$11,541,517
CUMULATIVE	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517
DEBT RETIREMENT 2013 A (2017refunding issue)												
TOTAL	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844			\$0	\$0	\$0	\$11,541,517
CUMULATIVE	\$750,000	\$1,331,251	\$2,465,725	\$3,600,199	\$4,919,673	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517
DEBT RETIREMENT 2013 A (2017refunding issue)												
TOTAL	\$718,007	\$146,551	\$1,700,000									\$718,007
CUMULATIVE	\$718,007	\$264,551	\$4,344,551	\$4,344,551	\$4,344,551	\$4,344,551	\$4,344,551	\$4,344,551	\$4,344,551	\$4,344,551	\$4,344,551	\$4,344,551
DEBT RETIREMENT 2013 B MBCUDA												
TOTAL	\$146,551	\$146,551	\$1,700,000									\$1,846,551
CUMULATIVE	\$146,551	\$293,101	\$4,043,101	\$4,043,101	\$4,043,101	\$4,043,101	\$4,043,101	\$4,043,101	\$4,043,101	\$4,043,101	\$4,043,101	\$4,043,101
DEBT RETIREMENT 2015 A MBCUDA												
TOTAL	\$906,920	\$906,920	\$900,000	\$100,000	\$300,000							\$2,206,920
CUMULATIVE	\$906,920	\$1,813,840	\$2,713,840	\$2,813,840	\$3,113,840	\$3,113,840	\$3,113,840	\$3,113,840	\$3,113,840	\$3,113,840	\$3,113,840	\$3,113,840
DEBT RETIREMENT 2015B MBCUDA												
TOTAL	\$422,076	\$422,076	\$1,000,000	\$1,000,000	\$500,000							\$2,922,076
CUMULATIVE	\$422,076	\$844,152	\$1,844,152	\$2,844,152	\$3,344,152	\$3,344,152	\$3,344,152	\$3,344,152	\$3,344,152	\$3,344,152	\$3,344,152	\$3,344,152
DEBT RETIREMENT 2015 MBCIDA												
TOTAL	\$556,768	\$556,768	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,956,768
CUMULATIVE	\$556,768	\$1,113,536	\$1,513,536	\$1,913,536	\$2,313,536	\$2,713,536	\$3,113,536	\$3,513,536	\$3,913,536	\$4,313,536	\$4,713,536	\$5,113,536
DEBT RETIREMENT GMA LEASE												
TOTAL	\$2,849,678	\$2,849,678	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000	\$13,500,000	\$13,500,000	\$13,500,000	\$2,849,678
CUMULATIVE	\$2,849,678	\$5,699,356	\$9,699,356	\$11,199,356	\$12,399,356	\$12,799,356	\$13,199,356	\$13,599,356	\$14,999,356	\$16,399,356	\$17,799,356	\$18,151,296

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PUBLIC SAFETY												
FIRE STATION					\$2,886,158							\$2,886,158
FIRE UPGRADE		\$220,215	\$480,710	\$480,710	\$480,710		\$480,710	\$480,710		\$240,355		\$2,864,120
LADDER TRUCK		\$1,221,915			\$962,054							\$2,183,969
IT UPGRADE			\$961,420		\$962,054		\$1,792,054		\$132,054	\$480,710		\$4,328,292
SHERIFF VEHICLES	\$275,110	\$240,355	\$240,355	\$240,355	\$240,355	\$240,355	\$480,710	\$962,054	\$240,355			\$3,160,004
SHERIFF BUILDINGS	\$591,310	\$95,000		\$1,500,000	\$2,407,227							\$4,593,537
TOWERS	\$961,420		\$1,924,066							\$480,710		\$2,885,486
PUBLIC SAFETY OTHER				\$100,000			\$562,054					\$1,142,764
TOTAL	\$1,827,840	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775		
CUMULATIVE	\$1,827,840	\$3,605,325	\$7,211,876	\$9,532,941	\$17,471,499	\$17,711,854	\$21,027,382	\$22,470,146	\$22,842,555	\$24,044,330	\$24,044,330	
ROADS AND BRIDGES												
LMIG	\$630,000	\$939,766	\$632,131	\$647,825	\$826,821	\$846,050	\$865,278	\$884,506	\$907,100	\$922,963	\$85,706	\$8,188,146
BASS	\$121,065	\$721,065		\$1,371,570		\$551,270		\$1,771,410	\$972,385			\$5,508,765
SARDIS CHURCH/SGODA RD		\$5,001										\$5,001
FOREST HILL	\$694,537	\$564,923										\$5,000,460
SEVENTH STREET	\$370,000					\$3,741,000						\$370,000
ELECTRIC BUS	\$1,076,000	\$140,000		\$2,631,212			\$630,000					\$3,847,212
CENTRAL CITY COMMONS			\$1,068,372									\$1,068,372
OTHER												\$0
Jeffersonville	\$140,000	\$529,150	\$324,000	\$1,386,523	\$606,303							\$2,985,976
Ocmulgee Trail	\$400,000											\$400,000
Second Street	\$2,200,000											\$2,200,000
sidewalks Log Cabin		\$288,000										\$288,000
Sidewalks Pinehill		\$100,000			\$150,000							\$880,000
MGSU		\$206,000	\$2,500,000									\$2,706,000
Navicent		\$250,000										\$250,000
Hollingsworth Rd Sidewalks					\$288,000							\$29,150
Allen Rd Signal		\$29,150										\$300,000
Tucker Rd Bridge		\$300,000										
Jeffersonville Road Sidewalks					\$1,070,809							
Old Clinton Road Sidewalk					\$200,000							
Sidewalks - miscellaneous					\$500,000							
TOTAL	\$5,631,602	\$4,073,055	\$4,524,503	\$6,037,130	\$3,641,933	\$5,138,320	\$1,495,278	\$2,655,916	\$1,879,485	\$922,963	\$85,706	
CUMULATIVE	\$5,631,602	\$9,704,657	\$14,229,160	\$20,266,290	\$23,908,223	\$29,046,543	\$30,541,821	\$33,197,737	\$35,077,222	\$36,000,185	\$36,085,891	
Stormwater Management												
VARIOUS	\$2,884,280	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$961,400	\$961,400	\$961,400	\$19,228,360
EMERGENCY	\$480,710	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696		\$4,815,974
TOTAL	\$3,364,990	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$961,400	
CUMULATIVE	\$3,364,990	\$5,769,526	\$8,174,062	\$10,578,598	\$12,983,134	\$15,387,670	\$17,792,206	\$20,196,742	\$21,639,838	\$23,082,934	\$24,044,334	
CUMULATIVE												

GRAND OPERA	\$1,922,840	\$1,057,012	\$865,278	\$1,790,240	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$4,770,092
HEALTH DEPT./MENTAL HEALTH										\$8,652,780
SHURLING LIBRARY										\$961,420
COLISEUM	\$590,000	\$371,420	\$961,420	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$4,807,100
AUDITORIUM		\$450,000	\$1,032,000	\$961,420	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$11,411,531
TUBMAN			\$482,500	\$961,420	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$482,500
ROSE HILL										\$480,988
SMART/LAKE PARK	\$100,000	\$861,420								\$961,420
OTHER(LW, DOUGLASS)	\$2,884,260	\$136,300								\$3,020,560
TOTAL	\$5,497,100	\$3,741,430	\$3,341,198	\$2,373,748	\$6,157,396	\$8,320,889	\$865,278	\$865,278	\$865,278	
CUMULATIVE	\$5,497,100	\$9,238,530	\$12,579,728	\$14,953,476	\$21,110,872	\$29,431,761	\$30,297,039	\$31,162,317	\$32,027,595	\$34,683,113
										\$35,548,391



	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PARKS AND RECREATION												
CLIFFVIEW LAKE						\$1,922,839	\$662,130					\$1,922,839
LAKE TOBOSOFKEE		\$961,420	\$2,002,840	\$300,000	\$400,000							\$4,326,390
SOUTH BIBB REC	\$1,884,568	\$5,806,792	\$150,000									\$7,841,360
JDS TENNIS			\$825,000					\$1,407,550				\$2,232,550
FRANK JOHNSON	\$48,250						\$2,355,325					\$2,403,575
FILMORE THOMAS							\$2,734,260					\$2,884,260
MEMORIAL				\$150,000			\$2,403,550					\$2,403,550
FREEDOM PARK	\$384,568	\$2,642,408	\$1,031,180			\$2,330,402						\$4,058,156
BLOOMFIELD/GILEAD	\$822,994			\$1,500,000		\$499,130						\$4,653,396
EAST MACON REC	\$961,420	\$350,000	\$533,000	\$60,000								\$2,403,550
CENTRAL CITY PARK	\$1,249,846	\$1,442,130		\$930,000	\$512,130							\$4,134,106
BOWDEN	\$340,000	\$140,710										\$480,710
BOOKER T CENTER?		\$240,710				\$23,000	\$217,000					\$480,710
Mattie Hubbard					\$250,000	\$80,000						\$480,710
OTHER(N MACON, SENIORS)	\$150,000	\$811,420		\$230,000		\$91,000						\$1,282,420
TOTAL	\$5,841,646	\$12,395,590	\$4,542,020	\$3,170,000	\$1,162,130	\$4,946,371	\$8,372,265	\$1,407,550	\$0	\$0	\$0	
CUMULATIVE	\$5,841,646	\$18,237,236	\$22,779,256	\$25,949,256	\$27,111,386	\$32,057,757	\$40,430,022	\$41,837,572	\$41,837,572	\$41,837,572	\$41,837,572	
												TOTALS

SUMMARY												
LANDFILL			\$0	\$0	\$5,656,359	\$7,694,937	\$0	\$0	\$0	\$0	\$0	\$16,235,554
COURTHOUSE	\$2,884,258	\$0	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$0	\$38,448,648
ECON DEV	\$736,593	\$552,807	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$2,500,000	\$28,847,468
BLIGHT	\$0	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$0	\$11,541,517
DEBT	\$750,000	\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000	\$0	\$0	\$0	\$13,500,000
PUBLIC SAFETY	\$0	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775	\$0	\$24,044,330
ROADS	\$1,827,840	\$4,073,055	\$4,524,503	\$6,037,130	\$3,641,933	\$5,138,320	\$1,495,278	\$2,655,916	\$1,879,485	\$922,963	\$85,706	\$36,085,891
STORMWATER	\$5,631,602	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$961,400	\$24,044,334
FACILITIES	\$3,364,990	\$3,741,430	\$3,341,198	\$2,373,748	\$6,157,396	\$8,320,889	\$865,278	\$865,278	\$865,278	\$2,655,518	\$865,278	\$35,548,391
RECREATION	\$5,497,100	\$12,395,590	\$4,542,020	\$3,170,000	\$1,162,130	\$4,946,371	\$8,372,265	\$1,407,550	\$0	\$0	\$0	\$41,837,572
SPOLOST INTEREST	\$5,841,646	\$758,467	\$1,545,550	\$1,456,750	\$1,304,250	\$1,144,000	\$975,750	\$799,250	\$613,750	\$419,000	\$214,500	\$9,231,267
PRINCIPLE REDUCTION	\$9,231,267	\$2,875,000	\$2,930,000	\$3,075,000	\$3,230,000	\$3,390,000	\$3,530,000	\$3,705,000	\$3,890,000	\$4,085,000	\$4,290,000	\$35,000,000
TOTAL	\$26,534,029	\$37,259,621	\$30,543,832	\$25,972,703	\$39,850,288	\$50,648,720	\$31,404,369	\$13,680,294	\$21,600,036	\$27,954,196	\$8,916,884	\$314,364,972

BOND												
SALES TAX	\$40,826,045	\$24,305,269	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$17,500,000	\$281,805,269
NET	\$0	\$1,337,664	\$793,832	\$4,821,129	-\$5,029,159	-\$25,677,879	-\$27,082,248	-\$10,762,542	-\$2,362,578	-\$316,774	\$8,266,342	



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$730,000.00 FROM 2018 SPLOST PROCEEDS, TO BE ALLOCATED TO SPLOST PROJECTS AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 6, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the “**2018 SPLOST Revenues**”); and

WHEREAS, the Forty-third Amendment to the 2018 SPLOST Project Timeline and Budget is being considered contemporaneously herewith, to ensure the orderly and appropriate expenditure of the 2018 SPLOST Revenues so that each SPLOST Project is accomplished, and the annual bond indebtedness payments satisfied without exceeding the estimated annual flow of 2018 SPLOST Revenues; and

WHEREAS, the Macon-Bibb County Commission believes that the appropriation of up to \$1,250,000.00 from the 2018 SPLOST revenues to provide funding for the planned expenditures described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

1. The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$730,000.00 from SPLOST Revenues in accordance with the SPLOST Project Timeline for funding of the following approved capital outlay projects, in the following amounts:

- A. Up to \$230,000 from 2023 Roads and Bridges – Other, Pinehill Drive Sidewalks line item for sidewalk improvements; and
- B. Up to \$500,000 from 2023 Roads and Bridges – Other, Miscellaneous Sidewalks line item for sidewalk improvements.

2. The Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision; and further declares that this appropriation shall not become law unless and until the accompanying Forty-third Amendment to the SPLOST Project Timeline is also approved.

3. In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

4. The Mayor, SPLOST Project Coordinator, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

5. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed, and this Ordinance shall be in full force and effect from and after its adoption.

6. This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

Q:\ORD MACON-BIBB\2023 Miller Appropriating \$730,000 In SPLOST For Sidewalks And Paving 12-14-23.Docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE TRANSFER OF \$200,000.00 FROM THE GENERAL FUND, FUND BALANCE IN THE FY24 BUDGET TO ACCOUNT FOR EMERGENCY REPAIRS ADJACENT TO FIRE STATION NO. 2; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 24, 2023, the Macon-Bibb County Commission adopted ordinance O-23-0036, establishing the FY24 budget, said ordinance to become effective on July 1, 2023; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission hereby approves a supplemental appropriation for the transfer of \$200,000.00 from General Fund, Fund Balance to the Public Works budget, Streets and Roads, Contract Labor, to fund emergency repairs on Monroe Street, adjacent to Fire Station No. 2.

Section 2.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 3.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 4.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 5.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION



LEGISLATIVE SPONSORS

✓ MAYOR LESTER M. MILLER	MAYOR PRO TEMPORE SETH CLARK
COMMISSIONER VALERIE WYNN	COMMISSIONER PAUL BRONSON
COMMISSIONER ELAINE LUCAS	COMMISSIONER MALLORY C. JONES, III
COMMISSIONER RAYMOND WILDER	COMMISSIONER BILL HOWELL
COMMISSIONER VIRGIL WATKINS, JR.	COMMISSIONER AL TILLMAN

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET TRANSFER WITHIN THE ENGINEERING DEPARTMENT’S BUDGET, IN THE TOTAL AMOUNT OF \$78,578.00, FROM THE PROPERTY CONSTRUCTION CONTRACTS LINE ITEM TO THE PERSONAL SERVICES MAJOR COMPONENT, AS DESCRIBED IN EXHIBIT A, FOR THE PURPOSE OF FUNDING THE TRANSPORTATION SAFETY MANAGER POSITION; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 20, 2023, the Macon-Bibb County Commission (the “Commission”) did by ordinance O-23-0036 adopt the FY 2024 Budget, said ordinance having become effective on July 1, 2023; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission hereby approves a budget transfer within the Engineering Department budget as follows:

Transfer Out:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Property Construction Contracts	250.0358.541000.005	78,578.00

Total Out: \$78,578.00

Transfer In:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Salaries and Wages	250.0358.511100.001	58,948.00
Health	250.0358.512000.001	10,000.00
Life	250.0358.512000.002	650.00
FICA	250.0358.512000.003	3,680.00
Medicare	250.0358.512000.004	1,000.00
Pension	250.0358.512000.005	2,000.00
Workers Compensation	250.0358.512000.007	2,300.00

Total In: \$78,578.00

for the purpose of funding the Transportation Safety Manager position and for other lawful purposes in accordance with the budget transfer form attached hereto as Exhibit A, and incorporated herein by reference.

Section 2.

The Mayor and all other proper officers and agents of the County are authorized and directed to negotiate and execute such contracts or other documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 3.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 4.

All Ordinances and Resolutions, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 6.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 7.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

BY:

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

(SEAL)

Q:\ORD MACON-BIBB\2023 Miller Authorizing \$78,578.00 Transfer In Engineering Department Budget For Transportation Safety Manager .Docx

EXHIBIT A

Budget Amendment

11/11/2016

11/11/2016

Planning

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Property Construction Contracts	250.0358.541000.005	78,578.00
Total		78,578.00

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Salaries and Wages	250.0358.511100.001	58,948.00
Health	250.0358.512000.001	10,000.00
Life	250.0358.512000.002	650.00
FICA	250.0358.512000.003	3,680.00
Medicare	250.0358.512000.004	1,000.00
Pension	250.0358.512000.005	2,000.00
Workers Compensation	250.0358.512000.007	2,300.00
	Total	78,578.00

County Manager Initials/Date 2023

Initials/Date 2023



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$1,200,000.00 FROM SPONSORED PROGRAMS LINE ITEM 250.0368 – PUBLIC SAFETY, TO BE ALLOCATED TO VARIOUS PUBLIC SAFETY INITIATIVES AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, public safety is a paramount priority of the Macon-Bibb County Commission; and

WHEREAS, Macon-Bibb County maintains a sponsored programs fund designated exclusively for use for public safety initiatives; and

WHEREAS, the Macon-Bibb County Commission desires to make various general infrastructure improvements and equipment purchases to improve the safety of our community; and

WHEREAS, the Macon-Bibb County Commission desires to provide for each commissioner the authority allocate up to \$30,000.00 to certain public safety improvements as identified by commissioners for the needs of their respective commission districts; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

1. The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$270,000.00 from Sponsored Programs Line Item 250.0368 – Public Safety, to be distributed or allocated at a rate of \$30,000.00 per Macon-Bibb County Commission district, for use by each Macon-Bibb County commissioner in their discretion in accordance with the following requirements:

- a. Such funds may only be used for public safety or law enforcement purposes;
- b. Funds may be designated by commissioners for use by specific Macon-Bibb County departments to complete certain qualified projects or improvements, such as installing public safety infrastructure, traffic calming devices, removal of vegetation impeding visibility or threatening public safety, or similar, provided that any such purchases or service contracts required in order to effectuate the identified project(s) must be obtained in accordance with local, state, and federal procurement requirements;
- c. Funds may be distributed to private citizens or entities under contracts for the performance of specified services related to public safety, provided that such person or entity must register as a vendor with Macon-Bibb County; such services must be obtained in accordance with local, state, and federal procurement requirements; and such vendor must have a written agreement with Macon-Bibb County which specifies the scope of services to be provided, allows for verification of such services, and is subject to audit and to cancellation for breach or non-performance.
- d. Upon identification of any project or vendor, the County Manager or their designee shall be responsible for monitoring for performance and completion of the project or service, and shall report any issues to the commissioner designating the project.
- e. Commissioners may choose to allocate any or all of their funds received under this appropriation to a project designated by another commissioner for use in that commissioner's district by sponsoring legislation which calls for such reallocation.
- f. This appropriation shall lapse and all unspent funds shall return to Sponsored Programs Line Item 250.0368 – Public Safety, at 11:59 P.M. on December 31, 2024.

2. The Macon-Bibb County Commission does hereby further approve and authorize the appropriation of up to \$930,000.00 from Sponsored Programs Line Item 250.0368 – Public Safety, to be used for the following:

- a. Purchase and installation of public safety rapid access systems, such as provided by Knox Box or similar products, to allow for emergency fire access to public schools;
- b. Purchase of all-terrain vehicles, utility task vehicles, or multipurpose off-highway vehicles for use in security and community policing efforts;
- c. Purchase and installation of permanent flashing light systems at schools; and
- d. Purchase and installation of security cameras systems at needed locations as identified by Macon-Bibb County in collaboration with the Sheriff's Office.

3. The Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

3. In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

4. The Mayor, Macon Violence Prevention Coordinator, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

5. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed, and this Ordinance shall be in full force and effect from and after its adoption.

6. This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

[Signatures on the following page.]

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2023 Miller Appropriating Up To \$1,200,000 In
Public Safety Funds For Commissioners, Atvs, Schools, And Cameras 12-15-23.Docx*



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND SECTION 12-8 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES, NOW RESERVED, FOR THE PURPOSE OF PROVIDING FOR THE FREE DISTRIBUTION OF MENSTRUAL HYGIENE PRODUCTS IN MACON-BIBB COUNTY FACILITIES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, menstrual pads or tampons are fundamental and necessary components of personal health and hygiene for people who menstruate; and

WHEREAS, “Period poverty is a global community health dilemma that has long been overlooked. This condition is described as having insufficient access to menstrual products, education, and sanitation facilities. Briefly, period poverty means that millions of women are subjected to injustice and inequity due to menstruation.”¹; and

WHEREAS, “A study conducted in the United States reported that the COVID-19 pandemic exacerbated period poverty, through the low accessibility and unaffordability of products. It was found that 30% of the respondents had difficulty accessing menstrual products because of the compulsory home quarantine, 29% struggled to purchase menstrual products, and 18.5% struggled to afford any menstrual products during the pandemic. Among these factors, women with small children were more likely to have difficulty accessing menstrual products during the pandemic. Consequently, those who indicated challenges in accessing period supplies were more likely to report absenteeism. Another study in France found that women experiencing period poverty also had significant mental issues, such as depression and anxiety. Almost half

¹ Hafiz Jaafar, Suraya Yasmin Ismail, and Amirah Azzeri, “Period Poverty: A Neglected Public Health Issue,” Korean Journal of Family Medicine, July 2023 Vol. 44(4), at 183-188 (available from the National Library of Medicine at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10372806/>) (accessed December 7, 2023).

(49.4%) of the women who had experienced period poverty reported at least one psychological symptom compared with those without any experience of period poverty.”²; and

WHEREAS, according to the 2020 United States Census, 25.1% of people living in Macon-Bibb County are living in poverty, and they and others are vulnerable to the effects of period poverty; and

WHEREAS, the Macon-Bibb County Commission desires update its code to establish a policy of the Macon-Bibb County Government that all restrooms in Macon-Bibb County buildings which are designated for use by women, shall offer, free of charge, menstrual hygiene products, including both menstrual pads and tampons; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same that:

SECTION 1.

Section 12-8 of Article I of Chapter 12 of the Macon-Bibb County Code of Ordinances, now reserved, is hereby repealed and replaced in its entirety with the following:

Chapter 12 – HEALTH AND SANITATION

ARTICLE I. – GENERAL PROVISIONS.

Section 12-8. Access to Menstrual Hygiene Products.

It shall be the policy of the Macon-Bibb County Government to make available and accessible at no charge menstrual hygiene products (tampons and menstrual pads) in all restrooms which are designated for use by women, in all County-owned buildings. Where machine dispensers are installed in such public buildings, they shall be compliant with the Americans with Disabilities Act. The products made available for public use shall include, to the greatest extent practicable, products of a quality comparable to those generally sold at major retailers, and, for tampons, plastic applicators.

² *Id.*

SECTION 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by references as if fully set out herein.

SECTION 3.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

SECTION 4.

- (a) It is hereby declared to the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb Commission to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Chapter is severable from every other section, paragraph, sentence, clause, or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment o decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 5.

All ordinances or part of Ordinances in conflict with this Ordinance are, to the extent such conflict, hereby repealed or set aside.

SECTION 6.

In the event scrivener's errors shall be discovered in this Ordinance after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

SECTION 7.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval, provided that the Facilities Management Department of Macon-Bibb County shall have 90 days from the effective date of this Ordinance to implement the policies hereof.

SO ORDERED AND ORDAINED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

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Bathrooms 12-7-23.docx