



Board of County Commissioners Pre-Commission Meeting

January 20, 2026 | 5:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the January 6, 2026 Pre-Commission meeting
(Sponsored by: Lester M. Miller, Mayor)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Louis Frank Tompkins To The Macon-Bibb County Fire Civil Service Board; (Sponsored by: Lester M. Miller, Mayor)

4. New Alcohol Beverage Licenses

- a. Texaco Food Mart located at 1212 Eisenhower Parkway, Macon, GA 31206

Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

- b. Macon Drinks located at 470 First Street, Macon, GA 31201

Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

- c. Bearfoot Tavern located at 468 2nd Street, Macon, GA 31201

Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

5. Qualifying Dates and Fees

- a. A Resolution Of The Macon-Bibb County Commission Establishing And Fixing The Qualifying Fees For Each Elected County Office To Be Filled In The Upcoming 2026 Macon-Bibb County Elections; Requesting The Publication Of Said Qualifying Fees By The Macon-Bibb County Board Of Elections In The Legal Organ Of Record For Macon-Bibb County; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Set The Qualifying Fees For The Special Election To Fill The Unexpired Term Of Seth Clark Representing District 5 On The Macon-Bibb County Commission; To Order The Board Of Elections To Issue A Call For Election And Schedule The Same For March 17, 2026; (Sponsored by: Lester M. Miller, Mayor, Donice Bryant, Commissioner)

6. Agreements, Contracts and Purchase Orders

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Mcleroy, Inc., For Asphalt Resurfacing & Parking Paving Services, In The Amount Of \$228,528.56, To Be Paid From 2018 SPLOST Funds, Recreation, Central City Park - Property; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Enter Into An Agreement With Hull Property Group, LLC., For Facility Repair Project Management Services At 3661 Eisenhower Parkway, In The Amount Of \$160,556.96, To Be Paid From Facilities Maintenance Account No. 100.1565.1022.531200.009 (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Stafford Builders & Consultants, Inc. For The Renovation Of Code Enforcement Offices At City Hall, In The Amount Of \$557,260.00, To Be Paid From Public Safety And Capital Improvement Funds; (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Professional Services Agreement With LLF Landscape Architecture In The Amount Of \$82,050.00, For The Provision Of Project Management And Landscape Architectural Design Services, Payable From 2025 SPLOST Funds - Roads (Sponsored by: Lester M. Miller, Mayor)

7. 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 2026, In A Total Amount Of \$78,980.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Bibb County Solicitor General's Office; (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 2026, 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 Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2025, In The Amount Of \$41,514.00, With No Local Match Required, To The Bibb County Solicitor General's Office; (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2025, In The Amount Of \$93,350.00, With No Local Match Required, To The Macon Judicial Circuit District Attorney's Office; (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A 2026 Georgia County Internship Program ("GCIP") Grant From The ACCG Civic Affairs Foundation, In The Amount Of \$3,259.50, With A Local Match Of \$6,600.00 To Be Paid From The County Attorney's Office Budget, For The Macon-Bibb County Attorney's Office Intern Program; (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A FY2026 H.E.A.T. Grant From The Governor's Office Of Highway Safety, In The Amount Of \$31,128.46, With No Local Match Required, To Be Used By The Bibb County Sheriff's Office To Provide Partial Funding Of Salaries And Operating Expenditures For The H.E.A.T Unit; (Sponsored by: Lester M. Miller, Mayor)
- g. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy 2022 Office Of Juvenile Justice Delinquency Prevention Family Treatment Court Competitive Grant From The State Of Georgia Criminal Justice Coordinating Council, In The Amount Of \$15,950.00, With Matching Funds In The Amount Of \$5,317.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Family Treatment Court; (Sponsored by: Lester M. Miller, Mayor)

8. Request to Legislative Delegation

- a. A Resolution Of The Macon-Bibb County Commission Requesting That The Local Legislative Delegation Introduce Or Support Legislation To Expand The State Income Tax Credit Program For Rehabilitated Historic Property From A Maximum Of \$30 Million In Aggregate Per Year To \$60 Million Per Year For Certified Structures Other Than Historic Homes (Sponsored by: Lester M. Miller, Mayor)

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

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Sections 1-6 And 12-246 Of The Macon-Bibb County Code Of Ordinances To Clarify The Jurisdiction Of Macon-Bibb County And Other Appropriate Offices To Enforce The Provisions Thereof (Sponsored by: Lester M. Miller, Mayor)

10. Accepting Property Donation

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Accept The Donation Of 0.088 Acre, More Or Less, Of Real Property Lying Adjacent To Allen Road From Charles Bryant Skipper, III; (Sponsored by: Lester M. Miller, Mayor)

11. 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);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
January 6, 2026 – 5:30 PM
City Hall
Commission Chamber**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on January 6, 2026 at 5:30 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

Mayor Lester M. Miller
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

GUESTS PRESENT:

Everett Vernon, Exec. Dir, Land Bank Authority
Natalie Bouyett, Exec. Dir. Affordable Housing Fund

STAFF PRESENT

Duke Groover, Interim County Attorney
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Adrianna Beavers, Asst. Co. Attorney
Anna Kersey-Weinstein, Asst. Co. Attorney
Chris Floore, Chief Communication Officer
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist
Emily Hopkins, Communication Specialist

1. Call to Order

Mayor Lester M. Miller
Mayor Miller called the meeting to order.

2. Election of Mayor Pro Tem

Commissioner Raymond Wilder nominated Commissioner Valerie Wynn as Mayor Pro Tem. Commissioner Donice Bryant nominated Commissioner Paul Bronson as Mayor Pro Tem.

On roll call vote for Commissioner Valerie Wynn:
Commissioner Wynn - Yes
Commissioner Bronson - No
Commissioner Stewart- No
Commissioner Hulett - Yes
Commissioner Wilder - Yes
Commissioner Howell - Yes
Commissioner Bryant - No
Commissioner Bailey - Yes
Commissioner Wynn was elected by a vote of five to three.

3. Recess

Mayor Miller recessed the Pre-Commission meeting at 5:34 p.m.

4. Reconvene

The meeting was reconvened at 5:37 p.m.

5. Approval of Minutes

- a. Approval of minutes from the December 16, 2025 Pre-Commission meeting (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Mayor Pro Tem Wynn and carried unanimously, the minutes from the December 16, 2025 Pre-Commission meeting were approved.

6. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Reappointing Robert Redmond To The Macon-Bibb County Planning And Zoning Commission; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Mayor Pro Tem Wynn and passed by a vote of 6 to 2 with Mayor Pro Tem Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bailey casting the affirmative votes and Commissioner Stewart, Commissioner Bryant casting the dissenting vote, the Resolution Of The Macon-Bibb County Commission Reappointing Robert Redmond To The Macon-Bibb County Planning And Zoning Commission was approved.
- b. A Resolution Of The Macon-Bibb County Commission Reappointing Melinda Robinson-Moffett To Serve On The Macon Housing Authority Board Of Commissioners; (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Melinda Robinson-Moffett To Serve On The Macon Housing Authority Board Of Commissioners was approved.

7. Resolution of Support

- a. A Resolution Of The Macon-Bibb County Commission In Support Of The Macon-Bibb County Affordable Housing Fund's Application For Community Home Investment Program Funding From The Department Of Community Affairs For The Construction Of Ten Affordable Housing Units In The Houston Avenue Corridor Of South Macon; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission In Support Of The Macon-Bibb County Affordable Housing

Fund's Application For Community Home Investment Program Funding From The Department Of Community Affairs For The Construction Of Ten Affordable Housing Units In The Houston Avenue Corridor Of South Macon was approved.

8. Contracts

- a. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Independent Contract Agreement With Buxton Construction, LLC For The Construction Of Roadway And Parking Improvements On Walnut Street, In The Amount Of \$1,343,553.99; To Authorize An Appropriation, In The Amount Of \$1,343,553.99 From 2018 SPLOST Interest To The 2018 Splost Fund – Roads - Other Line Item To Provide Funding For The Improvements Provided For Herein; And For Other Lawful Purposes. (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Independent Contract Agreement With Buxton Construction, LLC For The Construction Of Roadway And Parking Improvements On Walnut Street, In The Amount Of \$1,343,553.99; To Authorize An Appropriation, In The Amount Of \$1,343,553.99 From 2018 SPLOST Interest To The 2018 SPLOST Fund – Roads - Other Line Item To Provide Funding For The Improvements Provided For Herein; And For Other Lawful Purposes was approved.

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);

Mayor Miller stated there was no need for an Executive Session.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING LOUIS FRANK TOMPKINS TO THE MACON-BIBB COUNTY FIRE CIVIL SERVICE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, pursuant to Chapter 18, Article III, Division 2 the Macon-Bibb County Code of Ordinances, the Fire Civil Service Board was created by local Macon-Bibb County Ordinance O-14-0036; and

WHEREAS, the Fire Civil Service Board consists of five (5) members who are residents of Macon-Bibb County for two (2) years or more, no member shall be a current employee of Macon-Bibb County and members are limited to serve two consecutive full terms of office on the Board; and

WHEREAS, members appointed to the Fire Civil Service Board serve four (4) year terms; and

WHEREAS, the members of the Fire Civil Service Board review and pass judgment as to the qualifications of initial applicants and promotional candidates for positions and promotions within the Macon-Bibb County Fire Department, as well as adopt, rescind, and amend rules and regulations for the administration of the process and procedures of the Board for interviewing and passing judgment on said candidates; and

WHEREAS, Louis Frank Tompkins has been recommended by Mayor Lester Miller to fulfill the unexpired term of Ellery Dunn, which is set to expire January 16, 2027; and

WHEREAS, Mr. Tompkins has expressed his interest and willingness to serve on the Macon-Bibb Fire Civil Service Board, meets all requirements necessary for appointment, and submitted his resume and certificate of good standing attached hereto as Exhibit A for reference and review; 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 Louis Frank Tompkins is hereby appointed to serve as a member of the Macon-Bibb County Fire Civil Service Board to fulfill the unexpired term of Ellery Dunn, which is set to expire January 16, 2027.

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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Appointing Louis Frank Tompkins To Fire Civil Service Board 1-13-2026.Docx

EXHIBIT A

Louis Frank Tompkins

Resume'

2744 Cherokee Avenue

Residence: (478) 741.1928

Macon, Georgia 31204

Cell: (478) 747.3570

E-mail: louisftompkins@cox.net

Objective: To serve in any professional and/or civic capacity whereby my abilities, educational training, experience and background, along with my zest to deliver the best that can be provided will allow me to effectively carry out the duties and responsibilities of the position of job available, sought and assigned.

Education:

B.S., English (Major), French (Minor); 1964; Savannah State University; Savannah, Georgia

Masters of Arts, Administration; 1970; Atlanta University; Atlanta, Georgia

Education Specialist, 1970; Georgia State University; Atlanta, Georgia

Additional Studies: University of Georgia, Emory University, Mercer University, Macon State University

Certifications:

DT4 (Life); English

DT5 (Life); Administration

DAS-6 (7/1/81-Life), Administration and Supervision; Data Collection

Computer Literacy:

Word, Access, Internet, Email, Microsoft Works, Micro Office, Micro Excel, Google Chrome,

Microsoft Office PowerPoint, Microsoft Office Publisher, Zoom, Teams, Skype, and other similar Platforms

Professional Experiences:

I worked as a classroom teacher and an assistant principal at the middle school level where my primary responsible was teaching English eighth and ninth grade students, and assisting the principal as prescribed by the school district. I also served as principal at the elementary, middle and high school levels. While at these levels, the first Magnet School in the State of Georgia was established while I served as principal of Alexander II Math and Science Elementary school. While there, I developed a collaborative Partnership between Alexander II and Mercer University and the University of Georgia. I was responsible for students and staff from diverse backgrounds, student safety, payrolls, budgets (local, state, federal), collaboration with system and state level staff and personnel, curriculum and instruction, custodians, nutrition workers, clerical personnel, staff development, community relations, parent involvement, personnel evaluations, purchasing of materials, equipment, supplies, textbooks, custodial supplies, technology., short and long range Strategic planning. I was principal of the first elementary school (Joseph B. Riley) in Bibb County to have its entire building retrofitted for the placement of (Technology) five computers in every classroom plus a fully equipped computer lab for students and teachers. While there, the staff and I set up an e-mail system for more effective communication within the building among teachers and other personnel. While principal of Ingram Pye Elementary School, we received the "No Excuses Award" from then Governor Roy Barnes for student achievement, even though the school had a 95% Free and reduced rate of lunchroom participation. Under my leadership Ingram-Pye raised and maintained the highest writing scores in the county while raising reading and math scores to and above state averages at Appling Middle School. I served as the Director of Transportation for the Bibb School District and supervised over 200 employees, prepared and managed a 2.6 million dollar budget including the ordering of school busses, evaluated route supervisors, mechanics, drivers and aides, secretaries, radio dispatchers, upgraded the bus facility, created an alternate bus parking facility to alleviate bus overcrowding at the bus compound, placement of cameras on busses to assist in the elimination of discipline problems, installed tracking devices on busses for efficiency in delivery and the elimination of wasted time. I have served as a mentor for new principals. Most of my career as an administrator was to improve the overall performance of the students and the schools and department where I was assigned. I retired from the Bibb County School System in 2007 where I served for 43 years.

I currently serve as the principal of M A Evans Academy located at 345 Edwards Avenue in Macon, Georgia.

I have also also served as a Consultant, Teacher Recruiter, Interviewer, and a Substitute Teacher and Paraprofessional Trainer for the Human Resources Department of the Bibb County Public School District.

I was nominated and approved by the City Council of Macon, Georgia on June 21, 2011 to complete the remaining term of a councilwoman who resigned to pursue a seat at the state government level. I served one full term as a City Councilman. I was a member of the Public Safety Committee, Public Properties Committee (vice chairman), and Rules Committee of City Council. I also served as one of the council representatives on the Macon Police and Fire Pension Board.

1964 – 1968	Classroom Teacher (English); Track and Football Coach; Ballard Hudson Junior High School; Macon, Georgia
1968 – 1970	Assistant Principal; Track and Football Coach; Ballard Hudson Junior High School; Macon, Georgia
1970 – 1971	Assistant Principal, Lanier Junior High for Boys; Macon, Georgia
1971 – 1977	Principal, Matilda Hartley; Macon, Georgia
1977 – 1980	Principal, Alexander II Math Science Specialty (Magnet) School; Macon, Georgia
1980- - 1985	Assistant Principal, Southwest High School; Macon, Georgia
1985 – 1997	Principal, Joseph B. Riley Elementary School; Macon, Georgia
1997 – 2000	Principal, Ingram-Pye Elementary School; Macon, Georgia
2000 – 2001	Director of Transportation, Bibb County School District; Macon, Georgia
2001 – 2003	Principal, Appling Middle School, Macon, Georgia
2003 – 2007	Director of Transportation, Bibb County School District; Macon, Georgia
2011 –2013	Councilman, City of Macon; Ward 4, Post 1, City – Wide
	Public Safety Committee
	Public Properties Committee (Co-Chairman)
	Rules on Rules Committee
	Macon Police and Fireman Pension Board
2011- Present	Principal of M A Evans School (Macon, Georgia)

Other Experiences, Training, and Affiliations:

1980 – Present	Substitute Teacher Trainer (Bibb County School District)
	Substitute Paraprofessional Trainer (Bibb County School District)
	Recruiter for the Human Resources Department (Bibb County School District)
1972 – 2002	Georgia High School Association, Football and Basket Official (30) Years
	Middle Georgia Football and Basketball Associations (30) Years) High School
	Clinician and Evaluator (Football and Basketball for the GHSA)

	NCAA Women's Basketball Official – Division I, II, and JUCO
	NCAA Division II Football Official (SIAC)
May 14, 1993	Total Quality Management (Southern Bell)
January, 1997	The ABC's of Grant Writing (Kay Hollifield)
August 2-4, 1995	Leadership Planning and Development
January 20, 1994	Technology Planning seminar (Wesleyan College)
April 20, 2000	Georgia Educational Technology Conference (Macon Coliseum)
1972 -1982 (summers)	Mercer University Upward Program; Classroom Teacher- English; Intramural Coordinator; Activities Coordinator
1975 – 1976	Sports and news Editor – Macon Courier; Macon, Georgia
2007-Present	Motivational and Inspirational Speaker
2010 – 2011	Guest commentator on WIBB Radio Talk Shows 1280 AM with Anita Ponder - "Macon Talks," and Al Tillman - "Unity in Community"
2011 – 2015	Served as a member of the Inaugural Advisory Board of the EL High School Home School Academy located in Macon, Georgia
February 17-18, 2012	The University of Georgia and the Municipal Association GMA Newly Elected Officials Institute Training Certificate of Completion
2012 – Present	Serves as member of the Bibb County Local Selective Service Board, Region 2- Board 26 Area 10
2012 - Present	Serves as a member of the Age Friendly Community Advisory Committee for Macon and Bibb County (Domain Co - Leader)
2013 - 2015	Served as President-Elect of the Bibb Retired Educators Association
2013 – Present	Serves as a member of the Board of Directors, Rescue Mission of Middle Georgia
2013 – Present	AARP State Volunteer AARP Macon-Bibb Leadership Team
2014 – 2016	Served as a member of the Citizens Advisory Council of MATS
2016 - Present	Serves as a member of the Macon Area Transportation Study Committee (MATS)
2015 - 2017	Served as President of the Bibb Retired Educators Association

2016 - Present	Serves as a member and Chairman of the Board of Directors, Macon-Bibb County Transit Authority
2015 - 2018	Serves as Membership Director for the Georgia Retired Educators Association, Areas 7-12 (54 Counties)
2016 - Present	Serves as a member of the Macon-Bibb County Fire Civil Service Board
2019 - Present	Serves as an Advisory Board Member of the Ruth Hartley Mosley Women's Center

Professional, State and Local Affiliations:

American Public Transportation Association

Middle Georgia Transportation RESA

Georgia Association of Pupil Transportation

Professional Association of Georgia Educators

National Association of Elementary School Principals

Middle School Principals Association

Middle Georgia Clean Air Coalition

Association of Supervision and Curriculum Development

Board of Directors – Project Smile (Dental Program)

Bibb Retired Teachers Education Association

Georgia Retired Educators Association

Macon-Bibb County Recreation Department (Advisory Commission – Past president)

Broadway Arts Alliance at the Douglass Theater (Past president)

Booker T. Washington Community Center (Past Member of the Board of Directors)

Macon 2000 – Served as a member of the Education Committee

Middle Georgia Community Youth League (Coach and Executive Secretary –Past)

Charter Member – (NFIOA) National Federation of Interscholastic Officials Association

Past member of the Georgia Association of Black Elected Officials (GABEO)

Georgia Municipal Association (GMA)

Harriet Tubman Museum (Macon, Georgia)

Honors and Awards

Bibb County School Nutrition Principal of the Year – 1993-94

Bibb County “Model for Success Award – Proving That All Children Can Learn – 1997-98

Girl Scouts of America – Loyal Support – 1987-88

Partners in Education – Service as Coordinator – 1990-1993

Boy Scouts of America – Certificate of Appreciation – 1995

Music Education National Conference – Certificate of Appreciation – 1993

Title I DPIC – Outstanding Title I Administrator – 1979, 1980, 1992

Macon Police Department – Certificate of Appreciation, Assistance with DARE Program – 1991, 1992,
1997, 1998

Middle Georgia Council on Drugs and the Junior League of Macon – Certificates of Appreciation
1973 – 1976

Cherry Blossom Olympiad Committee Award, 1986

Greenbriar Neighborhood Association – Certificate of Appreciation – 1996-97

National Committee against Discrimination in Housing – Certificate of Achievement as an Auditor –
1977

Georgia High School Association- Certificated Plaques for Years of Service Football (20 Years);
Basketball (20 Years)

Savannah State National Alumni Association Macon-Metro Chapter Service Award, 2010

100 Black Men Appreciation and Support Award - “Project Reach – Bibb County Public Schools
(Ingram-Pye Elementary School), 2001-2002

Bibb County School District Service and Honor Award for 43 Years of Distinguished Service to
the District – June 21, 2007

Georgia Sports Alliance (2012) Community Service Award

AARP Georgia State Volunteer Globe Award for Volunteer Service and Dedication to the State of Georgia (2014)

AARP Georgia State Volunteer Globe Award for Volunteer Service and Dedication to the State of Georgia (2015)

Middle Georgia Football Officials Association "Football Evaluator of the Year Award" (2014)

Middle Georgia Football Officials Association "Football Evaluator of the Year Award" (2015)

Selective Service System Certificate of Appreciation in recognition of Five Years of Loyal and Faithful Service rendered in the administration of the Selective Service System. Awarded at Arlington, Virginia on February 12, 2017

AASRP Certificate of Participation "the Caring for You, Caring for Me' Education and Support for Family and Professional Caregivers Program (10 Credit Hours), February 25, 2015

Outstanding Service to GOCOG - Pastor Mother Gerri Cotton on February 25, 2017

Bibb Retired Educator's Association Outstanding Service Award (2017-2018)

AARP Georgia State Director's Superstar Award 2019

Family

My family is a sister (Gloria Alexander), a daughter (Valencia), a granddaughter (Toyia Tucker) (2) Great grandchildren, Russell and Megan, Chris, Julia Kate, Harold, Nephews, Robert and Anthony, Cassandra, (Children: Lia Robert, Louis,

I worship at the Lizzie Chapel Baptist, where the Ronald G. Toney is the Pastor.

Additional Comments on the Character of Louis Frank Tompkins:

I am a caring, understanding, visionary, effective communicator, trusting, motivator, planner, and an encourager of collegiality.

I have always championed for those who are voiceless and that our educational agenda should focus on the future, our children, filled with

issues ranging from full inclusion for the handicapped to helping students keep up with expanding technologies. And that schools need to communicate with businessmen and business women, non-parent taxpayers and governmental leaders, the benefits of continually supporting public schools. As Americans participate in a democratic society, formulate public policy and allocate public resources, it must be kept in mind that the welfare of the American children is and must remain a national priority

I am results driven, committed to the community, and dedicated to the progress of the Macon- Bibb County Community and its citizens.

My main interests in the community are service, economic development (jobs, new businesses and industries to the community), an always improving educational system, poverty reduction, crime reduction, recreation for youth, public safety for our citizens (reduction in pedestrian deaths), equity, equality for all, technology advancements, historical preservation, affordable housing, resources for the physically impaired and handicapped citizens, elimination of blight and dilapidated houses, and an overall better quality of life for citizens.

David F. Tompkins

Louis Frank Tompkins 2744 Cherokee Avenue Macon, Georgia 31204 478 741-1928/478 747-3570

E mail Address: louisftompkins@cox.net

Resume'

Louis Frank Tompkins resides in Macon, Georgia and is a retired educator who served for forty-three years as a classroom Teacher (English), Assistant Principal, Principal, Director of Transportation for the Bibb County School District, and a Teacher Recruiter (Human Resources Department) with the Bibb County School District. His other work experiences include those as a Football and Track Coach, Middle Georgia Community Youth League Football and Basketball Coach, Substitute Teacher Trainer, Executive Director of the Middle Georgia Community Youth League-Macon, Georgia Statewide Olympics Coordinator (Upward Bound Program-Mercer University), News and Sports Editor for the Macon Courier, Classroom Teacher-Mercer University (Upward Bound Program, and the Macon-Bibb County Recreation Department. He has received extensive specialized training in Leadership Instruction, Evaluations, Suicide Prevention, Computer Technology and Instruction, Total Quality Management, Grant Writing, Character Education, School Improvement Planning, Technology Planning, Environmental Health and Safety Planning, and Facilitation.

He served as a City Councilman for Ward IV, Post I (Citywide for the City of Macon prior to Consolidation. While on City Council, he served as a member of the Public Safety Committee, Public Properties Committee, Rules Committee of City Council, and the Macon Fire and Police Pension Board. He sponsored and supported legislation that directly impacted the lives and welfare of our city and citizens while serving as a city councilman.

He also currently serves as Principal of M. A. Evans Academy (Grades K-2) located in Macon, Georgia. He has been a teacher recruiter and Substitute Teacher Trainer for the Bibb County Public Schools.

Additionally, he has affiliations with numerous professional and civic organizations locally, statewide and nationally. He has also had extensive athletic affiliations as a football and basketball trainer, clinician and evaluator. He served as a High School and Collegiate Football and Basketball Sports Referee for thirty- two years.

Currently he also serves as a member of the Local Selective Service System Board, Region 2: Area 010, the Board of Directors of the Rescue Mission of Middle Georgia, Citizens Advisory Board of the Age Friendly Community of Macon-Bibb County, AARP Georgia, MATS Committee, Macon-Bibb County Fire Civil Service Board, and Chairman of the Board of Directors for the Macon Transit Authority. He is a Past President of the Bibb Retired Educators Associations for 2015 -2017, a member Georgia Retired Educators Association where he serves on the Georgia Educators Museum, and a member of the Advisory Board of the Ruth Hartley Moseley Memorial Women's Center.)

During his extensive career, he has received numerous educational, civic, and community awards for excellence and service.

Tompkins graduated and received his high school diploma from Spencer High School in Columbus (1960), Georgia, the Bachelor of Science Degree in English from Savannah State University (1964), The Master of Arts in Administration from Atlanta University (1970), and the Specialist in Education from Georgia State University (1977).

Additional studies were completed at Fort Valley State University, Emory University, Mercer University, and the University of Georgia.

He is also an individual who is a visionary, excellent communicator, a trusting colleague, a motivator, planner, and an encourager of collegiality.

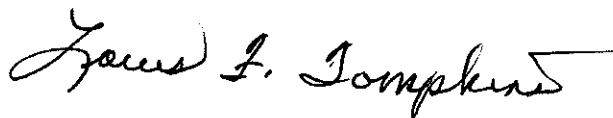
He is definitely a people person. He always extends a hand up and not a hand out.

He has always championed that our educational agenda is filled with important issues ranging from full inclusion for the handicapped to helping students keep up with current trends and expanding technologies. And that schools need to communicate to our businessmen and business women, non-parent taxpayers and governmental leaders, the benefits of their continually supporting public schools. As Americans participate in a democratic society, we must formulate public policy and allocate public resources for the benefit and welfare of the American children as a national priority.

He is results driven, committed to the community, and dedicated to progress for the Macon-Bibb County Community and its citizens.

His main interests in the community are service, economic development (jobs), an improved educational system, poverty reduction, and crime reduction, recreation for youth, public safety for our citizens, equity, equality, resources for the physically impaired and handicapped citizens, elimination of blight, health care, improved and affordable housing and a better quality of life for the elderly, young people, and all other Macon citizens.

References can be furnished upon request.

A handwritten signature in black ink, reading "James L. Tompkins". The signature is written in a cursive style with a long horizontal flourish at the end.

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant Louis Frank Tompkins
 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>Appointment</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.

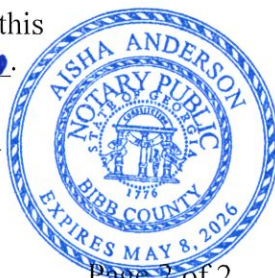
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent 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.

Louis F. Tompkins
Louis F. Tompkins
 Print and Sign Name

Sworn to and subscribed before me this
15 day of January, 2020.

Aisha Anderson
 Notary Public

My commission expires:



ADDED TO THE JANUARY 20, 2025 PRE-COMMISSION AGENDA

Introductory Text

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:

Fasttrack Fuel LLC - Alcohol License Application.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) : TEXACO FOOD MART

Corporation Name : FASTTRACK FUEL LLC

Business Address : 1212 EISENHOWER PKWY

City : MACON

State : GA

Zip : 31206

Mailing Address : 1212 EISENHOWER PKWY

City : MACON

State : GA

Zip : 31206

Local Business Phone # : (678) 428-8725

Email : fasttrackfuelc@gmail.com

Owner Name : Srinivas Reddy Arekala

Owner Phone # : (678) 428-8725

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 : 521452

Agent's First Name : Srinivas Reddy

Agent's Last Name : Arekala

Agent's Home Phone # : (678) 428-8725

Job Title : oWNER

Agent's Home Address : 3885 Cameron CT

City : Cumming

State : GA

Zip : 30040

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 : Malt Packaged to Go - \$800

License Fee : Wine Packaged to Go - \$700

License Fee : Temporary Alcohol - \$100

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 : Srinivas Reddy Arekala

Date

Today's Date : 09/11/2025

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):	SRINIVAS REDDY AREKALA		
Home Address:	3885 CAMERON CT CUMMING, GA 30040		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN		

☒ 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.

A. S. Reddy
Signature

09-09-2025
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

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: FASTTRACK FUEL LLC

Printed Name of Applicant: SRINIVAS REDDY AREKALA

*Signature of Applicant: A. Sreddy

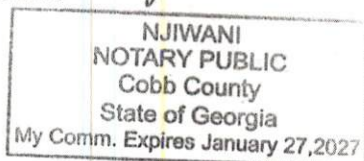
SUBSCRIBED AND SWORN BEFORE ME ON

THIS 09 DAY OF Sept, 2025.

NOTARY PUBLIC

[Signature]

01-27-2027
MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: Srinivas Arekala
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 1212 EISENHOWER PARKWAY
BUSINESS NAME: Fast Track Fuel 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 continue 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: John W. Hayes
John W. Hayes-Macon-Bibb County Engineer

Date: 9/18/25

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

APPLICATION FOR AFFIDAVIT

DATE 09/11/2025

MALDON 3-BIBB COUNTY ENGINEERING
780 THIRD STREET
MALDON, GEORGIA 31201-3182

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: ☒

BEER _____

BEER ☒

WINE _____

WINE ☒

MIXED DRINKS (liquor) _____

ALCOHOLIC BEVERAGES (liquor) _____

NAME OF BUSINESS: Fast Track Fuel LLC

LOCATION OF BUSINESS: 1212 Eisenhower Parkway

PERSON APPLYING FOR AFFIDAVIT: SEAN AS ADEKALA

TELEPHONE: 41(678) 428-8725 Email: FastTrackFuelLLC@gmail.com

NOTE: A \$150.00 FEE IS REQUIRED ON ALL APPLICATIONS BEFORE WE WILL GO OUT AND MEASURE.
SALE THIS MUST BE IN THE FORM OF: CASH, CASHIER'S CHECK OR MONEY ORDER ONLY.
NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED!

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 8-23-2020) PH

- Fast Track Fuel LLC
1212 Eisenhower Parkway
1,200' — SCHOOL GROUND property line
Ballard Hudson Middle School
1,600' — SCHOOL BUILDING
Ballard Hudson Middle School
4,550' — COLLEGE CAMPUS property line
Mercer University - Main Campus
15,950' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emory Hwy.
10,950' — PUBLIC LIBRARY or BRANCH building
Washington Memorial
1,300' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Murphy Homes
900' — CHURCH (building)
Glad Tidings Tabernacle
850' — CHURCH GROUNDS
Glad Tidings Tabernacle
3,350' — M.B. COUNTY RECREATION CENTER property
Memorial Park Recreation Center
N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

Applicant self-identifies as a:
"Gas Station"

OK!
Paul J. Hoinowski
September 17, 2025

McClatchy

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	Cols	Depth
	IPL0272971	Legal Ad - IPL0272971		1.0	30.0L

ATTENTION: Srinivas Arkala
1212 Eisenhower Parkway
Macon, GA 31204
fasttrackfuelc@gmail.com

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:

2.0 insertion(s) published on:
09/17/25 Print, 09/24/25 Print

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer and wine

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 24, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as fast track fuel LLC and Texaco food mart , 1212 Eisenhower Pkwy, Macon, GA 31206. 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 September 17, 2025. Srinivas Arekala , Applicant
IPL0272971
Sep 17,24 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

Amanda Rodela



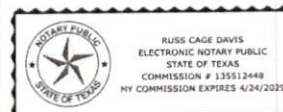
Amanda Rodela

Russ Cage Davis



Sworn to and subscribed before me on

Sep 24, 2025, 11:35 AM EDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®



ZONING COMPLIANCE

PERMIT NO: ZC-2025-2123	PERMIT TYPE: Permitted Use	DATE ISSUED: 08/26/2025
PARCEL NO: P0910470	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Srinivas Arekala	
	FASTTRACK FUEL LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	1212 EISENHOWER PKWY	
PROPERTY OWNER'S NAME:	EISENHOWER PARKWAY PROPERTY	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

Approval is granted for a fueling center with 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 more than six (6) amusement or gaming machines are authorized by this approval and the floor area as utilized by these machines or their patrons shall be less than thirty (30) percent of the gross floor area of the establishment; should the machines and their patrons occupy more than this or should there be more than six (6) machines, a separate application for an amusement facility/indoor recreation 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: 08/26/2026

APPROVED BY: *Butch Sementelli*

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.

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	FastTrack Fuel LLC	Control Number:	25115470
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:	1212 Eisenhower Pkwy, Macon, GA, 31206, USA	Date of Formation / Registration Date:	6/5/2025
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Srinivas Reddy Arekala**
Physical Address: **3885 Cameron CT, Cumming, GA, 30040, USA**
County: **Forsyth**

[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: TEXACO FOOD MART Name of Corporation: FASTTRACK FUEL LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: N/A

Individual:

Name and Title: Srinivas Reddy Arekala - OWNER Telephone Number: () 678-428-8725

Residential Street Address: 3885 CAMERON CT CUMMING, GA 30040

Mailing Address: 3885 CAMERON CT CUMMING, GA 30040

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 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: _____

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

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

Alcohol License Process:

The following is required to renew your insert handler:

- 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 (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

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

Applicant Information

Information about your application:

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

Application Type : Initial Application

Demographic Information:

First Name : Srinivas Reddy

Last Name : Arekala

Home Address : 3885 Cameron CT

City : Cumming

State : GA

Zip : 30040

Home Phone # : (678) 428-8725

Email : fasttrackfulellc@gmail.com



Mailing Address : 3885 Cameron CT

City : Cumming

State : GA

Zip : 30040

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

Driver License - Srinivas.pdf

Upload a copy of the S.A.V.E. Affidavit here.

saveAffidavit:

SAVE.pdf

Required Attachments

 This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

The Alcohol Handler Supplemental Packet can be found [here](#).

Upload certificate showing completion of an alcohol handler's training course, approved by Macon-Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

supplementPacket:

Serv Safe - Alcohol Certificate.pdf

 Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

pHOTO.pdf

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

Enter Name Here : Srinivas Reddy Arekala

Date

Enter Today's Date : 09/11/2025



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: SRINIVAS REDDY Last Name: AREKALA
Home Address: 3885 CAMERON CT City: CUMMING State: GA Zip: 30040
Home Phone #: 678-428-8725 Email: OFFICE@RATIONALESERVICES.COM
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 1212 EISENHOWER PKWY City: MACON State: GA Zip: 31206

- ☐ 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.

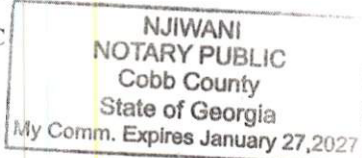
A. S. Reddy
Applicant's Signature

09-09-2025
Date

I hereby certify that SRINIVAS REDDY AREKALA 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 09 day of Sept, 2025

[Signature]
NOTARY PUBLIC



01-27-2027
MY COMMISSION EXPIRES

Rev. 7/2021

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.

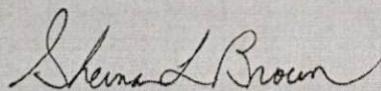
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

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

ID # 25947813
CARD # 26303907

ServSafe Alcohol® CERTIFICATE



SRINIVAS REDDY AREKALA

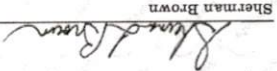
NAME

10/1/2024

DATE OF EXAMINATION

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

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


 Sherman Brown
 Executive Vice President, National Restaurant Association Solutions

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NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

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

NATIONAL
RESTAURANT
ASSOCIATION

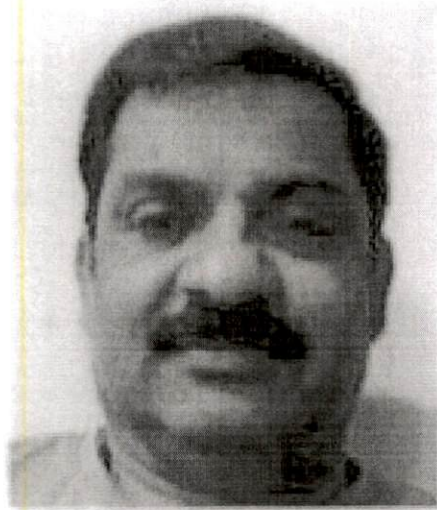
233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1-800-SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Srinivas Reddy Arekala



AH001635

ALCOHOL HANDLER

EXP: 12/31/2026

COMMERCIAL LEASE AGREEMENT

This **COMMERCIAL LEASE AGREEMENT** ("Lease") is made as of this June 23, 2025 ("Effective Date") by and between **1212 EISENHOWER PROPERTY, LLC**, a Georgia limited liability company (hereinafter referenced as "Landlord"), and **7 VINVILLE INVESTMENT LLC**, a Georgia limited liability company (hereinafter referenced as "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, the property and improvements in that certain gas station and convenience store located at **1212 Eisenhower Parkway, Macon, GA 31206** (the "Premises"), together with the nonexclusive right to use any Common Areas of the Premises. The term "Common Areas" is defined for the purposes of this Lease as those areas and parts of the Premises intended for the common use and/or benefit of all occupants of the Premises, including, but not limited to, the driveways and accessways located within the Premises. Tenant shall have access along with Landlord to the Common Areas and agrees not to interfere with the use and access of the Common Areas by Landlord, its agents, employees, guests, and invitees. In addition to the general reservation of easement rights in this Lease in favor of Landlord over, upon and across the Common Areas, Landlord shall also retain the right to access the Common Areas located directly in front of the building housing Tenant's business in the Premises as Landlord deems necessary in connection with the further development of the Premises and improvements to be located thereon. Tenant shall have no right or claim in any part of the Premises other than the right to operate the gas station and convenience store operated thereon, subject to all applicable laws, regulations, and permits.
- 2) **Definitions.** The term, "**Landlord**", as used in this Lease, shall include the undersigned, its heirs, executors, legal representatives, assigns and successors-in-title to the Premises. The term, "**Tenant**", shall include the undersigned and its heirs, executors, legal representatives and successors, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. In the event that there is more than one entity or person, which are Tenant to this Lease, then any reference to Tenant shall refer, jointly and severally, to such entities or persons. The terms, "**Landlord**" and "**Tenant**", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. The term "law" or "laws" shall mean any present and future laws, constitution, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary of any Governmental Authorities. The term, "**Governmental Authorities**", means any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority that has jurisdiction or authority over the Premises. Further, references to "**person**" or "**persons**" in this Lease shall mean and include any natural person and any corporation, partnership, joint venture, limited liability company, trust or other entity whatsoever. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa.
- 3) **Condition of Premises.** Landlord and Tenant acknowledge and agree that no representations or warranties, either express or implied, have been made by Landlord with respect to the Premises. Nothing herein contained shall be construed as a warranty by Landlord and Landlord hereby expressly disclaims any such warranty, that the said Premises are in good condition or fit or suitable for any particular purpose, including but not limited to, the use and purposes for which Tenant desires to lease the Premises. Notwithstanding any provision to the contrary contained herein, Tenant accepts the building, improvements, equipment, parking lot, appliances, heating and air conditioning units, bathroom facilities, electrical and plumbing systems, roof, and such other personalty at the Premises in their present state "**AS IS and WHERE IS**". Acceptance of the Premises shall be conclusively premised upon occupancy by Tenant. Nothing herein contained shall be construed as a warranty by Landlord that said Premises are in good condition or fit or suitable for any use or purpose whatsoever, and Tenant acknowledges and represents that it has thoroughly examined the Premises and is fully satisfied with the physical condition thereof, accepting all defects, if any, whether latent or patent.
- 4) **Term of Lease.** The commencement date of this Lease shall be the Effective Date of this Lease, as specified above, and ending on the day preceding the fifteenth (15th) anniversary of the Effective Date at midnight, unless sooner terminated or extended as hereinafter provided (hereinafter called "Term"). Upon termination of this Lease, Tenant shall surrender the Premises in good order and repair, reasonable wear and tear excepted, and shall provide Landlord with environmental clearance reports demonstrating no contamination from gas station operations. Upon such termination of this Lease, any property not removed by

1

Landlord's initials

Tenant's initials

Tenant shall be deemed abandoned by Tenant and shall become the property of Landlord, which it may either use or sell in any manner that it shall choose without rendering an accounting of said sums to Tenant. If the Premises are not surrendered upon termination of the Lease, Tenant shall pay Landlord for any actual monetary damages which Landlord shall suffer by reason of any delay in the surrender the Premises and shall indemnify Landlord all losses and expenses Landlord may incur.

5) Rent; Late Fees; and Security Deposit.

(a) *Rent.* Tenant agrees to pay Landlord, by payments at Landlord's office, or at any other address as designated by Landlord in writing to Tenant, promptly on the first (1st) day of each month, in advance, during the Term and any renewal thereof rent in the amounts as set forth in the Rent Schedule in Section 3b ("Minimum Rent"). In addition to the Minimum Rent, Tenant's monetary obligations under this Lease shall be considered as "Additional Rent. Collectively hereinafter Minimum Rent and Additional Rent shall be "Rent"). Failure to remit any Rent due hereunder shall constitute a default. Rent for the first month of the Term shall be due at the time of the execution hereof and if the Effective Date is not the first (1st) day of the calendar month, such Rent obligations shall be prorated based on the Effective Date. Notwithstanding the foregoing, Minimum Rent shall increase by three percent (3%) on the annual anniversary of the Effective Date from the Minimum Rent in the lease year immediately preceding the increase. Such increases shall be cumulative and shall occur regardless of whether notice of such increase is given to Tenant.

(b) *Rent Schedule.*

<i>Term of Lease</i>	<i>Minimum Rent Obligation</i>	<i>Additional Rent Obligations</i>
Effective Date until June 22, 2026	\$11,300.00 monthly	CAM + Taxes + Insurance
June 23, 2026 until June 22, 2027	\$11,639.00 monthly	CAM + Taxes + Insurance
June 23, 2027 until June 22, 2028	\$11,988.17 monthly	CAM + Taxes + Insurance
June 23, 2028 until June 22, 2029	\$12,347.82 monthly	CAM + Taxes + Insurance
June 23, 2029 until June 22, 2030	\$12,718.25 monthly	CAM + Taxes + Insurance
June 23, 2030 until June 22, 2031	\$13,099.80 monthly	CAM + Taxes + Insurance
June 23, 2031 until June 22, 2032	\$13,492.79 monthly	CAM + Taxes + Insurance
June 23, 2032 until June 22, 2033	\$13,897.58 monthly	CAM + Taxes + Insurance
June 23, 2033 until June 22, 2034	\$14,314.50 monthly	CAM + Taxes + Insurance
June 23, 2034 until June 22, 2035	\$14,743.94 monthly	CAM + Taxes + Insurance
June 23, 2035 until June 22, 2036	\$15,186.26 monthly	CAM + Taxes + Insurance
June 23, 2036 until June 22, 2037	\$15,641.84 monthly	CAM + Taxes + Insurance
June 23, 2037 until June 22, 2038	\$16,111.10 monthly	CAM + Taxes + Insurance
June 23, 2038 until June 22, 2039	\$16,594.43 monthly	CAM + Taxes + Insurance
June 23, 2039 until June 22, 2040	\$17,092.26 monthly	CAM + Taxes + Insurance

(c) *Lease Renewal Option.* Tenant shall not have any renewal options.

(d) *Late Fees.* Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Rent, without deduction, setoff, abatement, counterclaim or defense. If any Rent is not received by Landlord on or before 5:00 PM EST on the date on which it is due, Tenant shall pay a late charge equal to ten percent (10%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Any Rent payable to Landlord by Tenant shall be paid via cash or certified funds/money order and payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. If Tenant fails to make any payment when due, and such failure continues for more than ten (10) days after Landlord gives Tenant written notice of non-payment, Tenant shall be in default under this Lease. Notwithstanding the foregoing, Landlord shall not be obligated to provide more than two (2) notices of non-payment in any twelve (12) month period. After Landlord has given two such notices within a twelve-month period, any

Landlord's initials

Tenant's initials

subsequent failure to pay timely during that period shall constitute an immediate default without the requirement of further notice from Landlord and Landlord shall have the right to immediately terminate this Lease. In the event any payment is returned for insufficient funds Tenant shall pay an additional amount equal to (i) \$500.00; or (ii) ten percent (10%) of the face amount of the returned instrument, whichever is greater.

(c) *Security Deposit.* Tenant shall deposit the Security Deposit in the amount of Seventeen Thousand and Ninety-Two dollars and 26/100 Dollars (\$17,092.26) with Landlord at the execution of the Lease, which shall be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If the Rent or additional rent shall be unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the Security Deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the Rent, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall, within ten (10) days after receipt of a written demand from Landlord, restore the Security Deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the Security Deposit shall be returned to Tenant within sixty (60) days after the termination of the Lease, provided there are no outstanding environmental investigations or remediation requirements or any renewal thereof, or sooner date of termination of this Lease pursuant to agreement of the Parties, and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. In the event of a sale of the Premises, subject to this Lease and transfer of the Security Deposit to the new landlord, Landlord shall be released from all liability for the return of the Security Deposit and Tenant shall look solely to the new landlord for the return of the Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

6) *Additional Rent.* It is the intent of the parties that this shall be a triple net lease. In this regard, Tenant shall be responsible for all amounts relating to the Premises and business located thereon, including, but not limited to the following:

(a) *Taxes.* Tenant shall pay, as additional rent, all ad valorem or real estate taxes, including general and special assessments for public improvements or benefits, levied, assessed or imposed at any time by any Governmental Authorities upon or against the Premises or any portion thereof, which accrue or become due with respect to any period during the Term (collectively, the "Taxes"). Beginning on the Effective Date of this Lease, Tenant shall pay monthly as additional rental during the term of this Lease, and any extension or renewal thereof, the amount of all such taxes on the Premises. This amount shall be equal to 1/12 of such charges incurred by Landlord for the most recent calendar year. At the end of each calendar year during this Lease, the Landlord shall provide a precise accounting to Tenant of all taxes and the parties agree to reconcile said amount with payments made during the calendar year by Tenant and to complete said reconciliation within 30 days of the end of said calendar year. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease year.

(b) *Personal Property Taxes.* Tenant agrees to pay, when due, all personal property taxes and assessments and solid waste taxes or fees, levied, assessed or imposed at any time by any Governmental Authorities upon or against the Premises or any portion thereof, which accrue or become due with respect to any period during the Term. Within five (5) days after payment, Tenant shall deliver to Landlord proof of payment, together with a copy of the underlying statements or bills. Tenant shall not be responsible for any Taxes attributable to periods before or after the Term of this Lease or renewal thereof.

(c) *Operating Costs.* Operating Costs shall mean Landlord's reasonable expenses relating to the maintenance, operation, and repair of the Premises, including Real Estate Taxes and insurance maintained by Landlord as required by this Lease. Operating Costs shall not include any of the following: (i) costs for capital improvements (except those required by changes in law after the Effective Date, and then only to the extent amortized over the useful life of such improvement); (ii) reserves for future expenses; (iii) interest, principal, or other finance charges on any mortgage or other debt of Landlord; and (iv) depreciation. Notwithstanding the foregoing, Tenant shall be responsible for arranging for all trash removal from the Premises which shall not be included in Operating Costs nor shall Landlord have any liability for the same.

(d) *Rent Obligations.* Tenant's obligation to pay Minimum Rents, Additional Rent payments, and keep and perform any and all covenants and agreements herein contained is absolute and shall not be abated, released, or discharged because of any reason whatsoever except as is otherwise specifically provided for in this Lease. In the event Landlord terminates this Lease as a result

of Tenant's default, Landlord shall be entitled all outstanding rent payments due from the termination of the Lease until the lapse of the term of the Lease or any extension options that may have been exercised.

(e) *Delegation of Duties.* Landlord may contract for the performance of some or all of the management, operation, maintenance, repair, service and security functions generally described in this section with any persons or entities whom Landlord shall deem appropriate, in its commercially reasonable discretion, including persons or entities who are affiliated with Landlord, provided the rates charged thereby do not exceed the rates then customarily charged for similar services by providers with equal or better qualifications for property of like class and character.

(f) *Utilities.* Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, trash removal, fuel, telephone, light and heat for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to the Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may, at Landlord's option, pay same and any such amount and/or expenses paid by Landlord shall be paid by Tenant to Landlord, together with a ten percent (10%) surcharge, which shall be payable within the ten (10) days of demand for payment by the Landlord.

(g) *Landlord's Premises Insurance.* Landlord shall, during the Lease, procure and maintain in full force and effect, at Tenant's sole cost and expense, an All Risk Premises Insurance Policy on the Premises, all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy may contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any designated mortgagee in accordance with their respective interests therein. Tenant shall reimburse the cost of such amounts due hereunder as provided in Section 5.

5) **Escrow of Taxes and Insurance.** Tenant shall escrow Tenant's liability to Landlord for Taxes and Landlord's Insurance. Each month, at the time of the payment of the Minimum Rent, Tenant shall contribute a monthly sum as provided by Landlord towards Tenant's obligations for the payment of property taxes and Landlord's Insurance for the Premises. Upon receipt of the invoices due for Taxes and Landlord's Insurance for the Premises, Landlord shall furnish Tenant with a copy of such tax bill or invoice of the actual expense incurred in connection thereto. If the total amount paid by Tenant under this paragraph for any calendar year during the Term shall be less than the actual amount due from Tenant for such year, as shown by such documentation, Tenant shall pay such deficiency in its entirety to Landlord within ten (10) days after demand therefor by Landlord. If the total amount actually paid by Tenant hereunder for any such calendar year shall exceed the actual amount due from Tenant for such year according to said documentation, the excess amount actually paid by Tenant shall be credited by Landlord to the monthly installment(s) for the payment of Taxes for the Premises next due from Tenant under this paragraph. A copy of the bill for the invoices for Taxes and Landlord's Insurance for the Premises submitted by Landlord to Tenant shall at all times constitute sufficient evidence of the amount of such expense for the Premises to which said bill relates. Tenant's obligations under this paragraph shall expressly survive the termination of the Term or any earlier termination thereof.

6) **Use of Premises.** The Premises shall be used solely for the operation of a gas station and convenience store selling primarily automobile fuel, whether petroleum, diesel, electronic, or other, food, beverages, grocery, alcohol, wine, tobacco, lottery, ATM, coin operated amusement machines and/or household items for off premises use and consumption (for example, uses similar to stores such as QuikTrip, Seven Eleven, Exxon, Mobil, Circle K, Wawa, Thorntons, or Hess as of the date of this Lease). 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 operate its business in a high class and reputable manner, so as to maintain a character in keeping with the area surrounding the Premises. Tenant shall not use the Premises for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises, injure the Premises, or commit waste thereupon, and shall not violate or permit any of its officers, directors, shareholders, employees, contractors, agents or invitees to violate any federal, state or local law, regulation or ordinance as the same relate to the operation of Tenant's business at the Premises. Tenant covenants and agrees to defend, indemnify and hold Landlord harmless from and against any and all liability, loss, damage, cost, expense (including, without limitation, all reasonable attorney's fees and expenses actually incurred by Landlord), causes of action, suits, claims, demands or judgments of any kind or nature whatsoever relating to any of the above-stated governmental laws, ordinances and regulations applicable to the use of the Premises.




7) **Landlord's Property.** Tenant acknowledges that Tenant shall take delivery of the Premises with fixtures, equipment, and personal property ("Landlord's Property") that has been acquired, purchased, or installed by Landlord. Per Tenant's obligations herein, Tenant shall be solely responsible for the maintenance, repair, and insurance of said Landlord's Property as may be necessary from time to time in the ordinary course of business. Additionally, all fixtures, equipment, improvements, and appurtenances attached to or built into the Premises (collectively, "Fixtures"), shall be and remain a part of the Premises and shall not be removed by Tenant, unless such Fixtures are being replaced. Any Fixtures that are installed by Tenant, upon expiration or earlier termination of this Lease, shall become the property of Landlord. Tenant shall be obligated to maintain and repair any Fixtures that may require maintenance or repair and shall remain at the Premises at all times, unless such Fixtures are replaced, and the Tenant shall maintain Landlord's Property inclusive of the gasoline dispensing equipment.

8) **Tenant's Equipment and Personal Property.** Any movable furniture or equipment purchased by Tenant and placed on the Premises (collectively, "Tenant's Property") shall be and shall remain the property of Tenant. At or before the expiration or any earlier termination of this Lease, Tenant, at Tenant's expense shall remove Tenant's Property from the Premises (except such items thereof as Landlord shall have expressly permitted to remain, which shall become the property of Landlord), and Tenant shall repair any damage to the Premises resulting from any installation and/or removal of Tenant's Property. Any items of Tenant's Property which remain in the Premises after the expiration or any earlier termination of this Lease, may, at the option of Landlord, be deemed to have been abandoned, and may be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense.

9) **Operation of the Premises.**

(a) *Restrictions and Guidelines.* 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 specifically including but not limited to operating any coin machines within the confines of all laws; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; and (6) keep the business open at least eighteen (18) hours a day, seven (7) days per week. Tenant shall not execute any contract, lease or other agreement with a third party that would in any way affect Landlord's ability to re-lease the Premises in the event of Tenant default without prior written approval of Landlord. For avoidance of doubt, any coin operated amusement machine ("COAM") location agreement would require prior written Landlord's approval at the Landlord's sole discretion.

(b) *Customer Service Guidelines.* 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.

(c) Landlord agrees to provide Tenant with any such guidelines in writing and acknowledges that minor deviations shall not constitute a default unless they materially impair the brand relationship or Landlord's rights under this Lease. Minor deviation shall be solely determined by the Landlord.

(d) *Fuel Supply Agreement Compliance.* Landlord and Tenant acknowledge that as of the Effective Date of this Lease, Tenant shall assume all obligations pertaining to the supply agreement pertaining to the supply of petroleum products ("Supply Agreement") to the Premises with _____ and pay all costs related to such assignment. After the expiration of the existing Supply Agreement, Landlord shall have the right to select the brand and vendor to supply motor fuel and Tenant shall execute an agreement for the supply of petroleum products to the Premises including but not limited to executing a personal guaranty and shall provide such other information or surety that may be required thereunder. Notwithstanding the foregoing, Landlord reserves the right to change the brand of petroleum products being supplied to the Premises. Landlord shall not be obligated to execute any documents related to the Supply Agreement including but not limited to any guaranties or acknowledgements of the Supply Agreement. Tenant shall bear all costs and expenses related to the Supply Agreement (including any attorney's fees incurred) or any obligations required of Landlord related thereto. Tenant shall indemnify, defend, and hold Landlord harmless from any claims arising under the Supply Agreement. Any upfront cash payments, improvement allowances, rebates, discounts, and incentives based on volume sales at the Premises payable on account of the entry and sales pursuant to any future Supply Agreement (collectively, the "Supply Agreement Dealer Benefits") shall belong to Landlord. Landlord shall be responsible for utilizing the Supply Agreement Dealer Benefits to making any and all necessary improvements at the Premises to comply with brand standards. Notwithstanding the foregoing, should the expense for bringing the Premises into compliance

with brand standards exceed the Supply Agreement Dealer Benefits, Tenant shall bear such cost and expense. Additionally, any default under any Supply Agreement related to the Premises shall be a default under this Lease.

(e) *Failure to Comply.* In the event, Tenant fails to comply with its obligations under this Paragraph 7, 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 Premises into compliance with such guidelines, obligations and any requirements including those regarding cleanliness.

10) Abandonment of Premises. Tenant agrees not to abandon or vacate the 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 shall be removed from the Premises that is not freestanding, such as coolers, etc. whether placed on the Premises by Landlord or Tenant. All freestanding equipment placed on the Premises solely by the Tenant may be removed.

11) Repairs and Maintenance.

(a) *Repairs and Maintenance by Tenant.* Landlord gives to Tenant exclusive control of Premises and Tenant shall be solely responsible for any and all repairs and maintenance of the Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises and any equipment and Tenant accepts the same in their present condition and as suited for the intended use by Tenant. Except as otherwise provided in this Lease, Tenant shall during the Term, at Tenant's sole cost and expense, maintain in good order and repair the Premises including the foundation, outside walls of the Premises, the underground storage tanks, dispensing fueling equipment, canopy, the roof, and all equipment (inclusive of all gasoline dispensing equipment, canopy or sign lights and underground storage tanks), fixtures and other improvements located upon the Premises, including, but not limited to the parking lot, underground utility and sewer pipes. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Thus, Tenant shall be responsible for any repairs or maintenance to the petroleum pumps, associated fueling equipment, canopy, sign lights and the underground storage tanks. Tenant agrees to return the Premises to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, reasonable wear and tear excepted. In the event Tenant fails to maintain and repair the Premises within 10 days of learning of such maintenance and repair (unless the repair is required within a shorter period so as not to allow further damage to the premises such as a broken pipe that would require the immediate attention of Tenant), Landlord shall have the right, at Landlord's option, to maintain and/or repair said Premises and charge any costs and expenses associated therewith to Tenant.

(b) *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of the parties is for the Landlord to have no obligation to repair the Premises and any property surrounding it.

12) Common Area Maintenance. Tenant shall maintain and manage during the term of this Lease all of the Common Areas of the Premises, including but not limited to basic groundskeeping around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to maintain the Common Areas of the Premises in good order, condition, and repair and in a safe, clean, sightly, and sanitary condition in accordance with good and accepted practices, as determined in the sole discretion of Landlord. The maintenance obligations of Tenant shall include (without limitation) the maintenance of the parking areas when required, repairing of the Common Areas and exterior Common Areas. The use and occupancy by Tenant of the Premises shall include the non-exclusive use, in common with all others to whom Landlord has granted or may hereafter grant rights to use the same (including, but not limited to, the owners, tenants and occupants of the property), of the Common Areas and of such other facilities as may be designated by Landlord from time to time; subject, however, to rules and regulations for the use thereof which will be uniformly applicable to all Property tenants as prescribed from time to time by Landlord. All costs and expenses related to the maintenance and upkeep of the Common Areas shall be the responsibility by Tenant. "Common Areas" means all areas, facilities, and improvements (as the same may be enlarged, reduced, replaced, removed, or otherwise altered by Landlord) from time to time made available at the Property by Landlord for the non-exclusive common use of occupants of the Property, including Landlord and Tenant, its agents, employees and customers. Should Landlord be required to expend any money related to the upkeep or maintenance of the Premises, Tenant shall be responsible to reimburse Landlord for all expenses incurred by Landlord plus an administrative fee of ten percent (10%) of the sums expended by Landlord in making such repairs.

13) 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 the 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 petroleum 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 two (2) 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, including from underground storage tanks, during the Term or any renewal thereof 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.

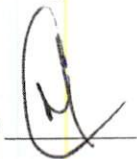
(f) Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of two (2) years.

14) Destruction of or Damage to Premises. If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease may be terminated immediately by Landlord in Landlord's sole discretion. Tenant may pursue any claims on any insurance policies held by Tenant for the repair the damage or destruction.

15) Licenses and Permits. During the Term and renewal thereof, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including, but not limited to any necessary beer/wine, liquor and lotto licenses, including COAM location license. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord).

16) Indemnification of Landlord Against Loss or Claim. For and during the Term and any renewal thereof of this Lease, Tenant shall protect, indemnify, defend, and hold 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. All such insurance shall be in an amount of at least \$1,000,000.00 combined single limit for bodily injury and property damage per occurrence, and \$2,000,000.00 aggregate. Said insurance shall also include Assault and Battery coverage, which must include Firearms coverage, with limits of no less than \$250,000.00 per occurrence. Tenant shall provide Landlord with certificates of insurance evidencing such coverage within fifteen (15) days of the Effective Date, and at any other time Landlord reasonably requests. Tenant shall promptly notify Landlord of any cancellation, material change, or non-renewal of such insurance coverage. 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.

17) Insurance on Tenant's Property. Tenant shall, during the Term of this Lease and any renewal thereof, and at Tenant's expense maintain in full force and effect: (a) All risk property insurance covering (i) the Improvements and Personalty, and all building materials and other property which constitute part of the Premises, and (ii) Tenant's trade fixtures, signs, inventory and supplies, furniture, equipment, and improvements and betterments installed by Tenant, all amounts not less than one hundred percent (100%) of the full replacement value thereof (as reasonably determined by Landlord); (b) Contractual and comprehensive commercial general liability insurance against claims for bodily injury, death or property damage occurring



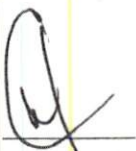

on, in or about the Premises, which insurance shall be written on a so-called occurrence basis, and shall provide minimum protection with a combined single limit in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) for any one occurrence, and such insurance shall have a deductible of not greater than Five Thousand and No/100 Dollars (\$5,000.00); (c) Business interruption and loss of rent insurance in amounts sufficient to compensate Landlord for all Base Rent, Additional Rent and other amounts payable hereunder for a period of not less than twelve (12) months, the amount of such coverage to be adjusted annually to reflect the Base Rent, Additional Rent and other amounts payable during the succeeding twelve (12) month period; (d) Liability insurance covering the liabilities arising out of the dispensing or selling of alcoholic beverages imposed under any laws, including, without limitation a "dram shop" or alcoholic beverage control act, with a cross liability clause and a severability of interests clause to cover Tenant's indemnity and including an endorsement if necessary to provide coverage of personal injury and defense for a third party, all in limits of not less than One Million and No/100 Dollars (\$1,000,000.00) inclusive per occurrence or, upon Landlord's request, such higher limits as shall become customary under new leases of comparable Premises; and (e) Such additional and/or other insurance coverage, endorsements, or deductibles with respect to the Premises and in such amounts as reasonably requested by Landlord or its Lender. Every insurance policy maintained pursuant to this Lease shall (a) provide that the issuer waives all rights of subrogation against Landlord, any successor to Landlord's interests in the Premises and Landlord's Lender, and (b) provide that thirty (30) days' advance notice of cancellation, modification, termination or lapse of coverage shall be given to Landlord and Landlord's Lender and that such insurance, as to the interest of Landlord and Landlord's Lender, shall not be invalidated by any act or neglect of Landlord, Landlord's Lender, Tenant or any party, nor by any foreclosure or any other proceedings relating to the Premises, nor by any change in the title ownership of the Premises, nor by use or occupation of the Premises for purposes more hazardous than are permitted by such policy, and (c) be primary and without right or provision of contribution as to any other insurance carried by Landlord or any other interested party. The insurance required by this Section shall be written by companies and agencies reasonably satisfactory to Landlord. All policies of property insurance provided for herein shall name the Landlord and its Lender, as loss payee and additional insured, as their interest may appear. A certificate of insurance shall be delivered to Landlord upon or prior to delivery of possession of the Premises to Tenant and thereafter within thirty (30) days after the Effective Date of each Lease Year. Policies shall be made available to Landlord for review within ten (10) days of Landlord's written request. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent.

Tenant acknowledges and agrees that the comprehensive general liability insurance policy that Tenant is required to maintain pursuant to this Lease must include the deletion of any exclusion from such policy for assault and battery coverage and must otherwise contain no endorsement limiting coverage of assault, battery, bodily injury, or death. Notwithstanding, the foregoing, the Tenant shall obtain coverage for assault, battery, bodily injury, or death, including claims involving weapons / guns of an amount solely determined by the Tenant no less than One Million Dollars (\$1,000,000.00) and name the Landlord as an additional insured under such policy.

18) 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. Additionally, Tenant shall comply with any and all requirements of Department of Transportation and shall hold Landlord harmless as to any and all claims by Department of Transportation.

19) Condemnation. If the whole of the 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 to Landlord notwithstanding the termination of the Lease as herein provided. Tenant shall have the right to make a separate claim, independent of Landlord, for: loss of leasehold value, loss of goodwill, moving expenses, relocation benefits, business interruption, or any other damages to which Tenant may be entitled under applicable law.

20) Assignment and Subletting. Tenant shall not, without the prior, written consent of Landlord, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion, offer for management by another, or otherwise transfer this Lease or any interest hereunder, sell the business at the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant (each of which shall be referred to as a "Lease Transfer"). A single transaction or a series of transactions in which more than a ten percent (10%) interest in Tenant, whether stock, partnership interest, limited liability company membership interest, or otherwise, is transferred, diluted, reduced or otherwise affected, shall constitute a




Lease Transfer, requiring Landlord's prior written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. Landlord's consent to a Lease Transfer shall not impair this provision and all later Lease Transfers shall be made likewise only on the prior, written consent of Landlord, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. The assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall release or discharge Tenant of any liability hereunder. Any request by Tenant for approval for a Lease Transfer shall be accompanied by a processing charge, payable to Landlord, in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) or actual attorney's fees and costs, whichever is higher. Landlord reserves the right to require a Security Deposit in an amount to be determined by Landlord in its sole and absolute discretion, if a Lease Transfer is approved by Landlord. Tenant shall be allowed to assign this Lease to Tenant's management entity (hereinafter "Subtenant") upon providing Landlord all requested information on the Subtenant that the Landlord requires. Tenant shall not be released from any liabilities under this Lease if the Subtenant is in default of this Agreement.

21) Default. It is mutually agreed that in the event Tenant shall default in the payment of Rent, including Additional Rent herein reserved when due, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of Rent; 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 there is any default under any vendor agreement pertaining to the Premises including but not limited to the Supply Agreement or COAM Location Agreement, 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; 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 first: to rent due, second to Landlord's attorneys' fees, brokerage fees and other expenses of exercising its rights, and third to any other indebtedness owing to Landlord. Tenant agrees to pay any deficiency within seven (7) 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 reenter 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. However, 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 any obligation to pay the full rent due for the entire period of the then existing Term or any Renewal Term. Notwithstanding anything contained herein to the contrary, if Tenant is in default of the Lease due to monetary reasons, Tenant shall be provided written notice to cure the default within three (3) business days. If Tenant is in default of the Lease due to non-monetary reasons, Tenant shall be provided a written notice to cure the default within ten (10) days.

22) Remedies.

(a) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following rights and remedies without any notice or demand whatsoever except as otherwise indicated below:

- i. terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant immediately shall surrender the Premises to Landlord on the date specified in such notice; and/or
- ii. terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises and take possession thereof, and Landlord may rent the Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any Rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation,




brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

- iii. terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises, by force if necessary, and, at Landlord's election, under any available process, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant shall pay Landlord promptly upon invoice any expenses, including attorney's fees, which Landlord incurs in thus effecting compliance with Tenant's obligations under this Lease, but Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise. No such entry or action by Landlord shall relieve Tenant of the liability for Rent or other sums then accrued or which thereafter accrue; and/or
- iv. terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's event of default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (A) the Rent and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease Term over (B) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (B) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the Term of the Lease, (B) the then-current market conditions in the general area in which the Premises are located, (C) the likelihood of reletting the Premises for a period of time equal to the remainder of the Term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Premises are located, (E) the vacancy levels in comparable quality buildings in the general area in which the Building is located, (F) the anticipated duration of the period the Premises will be unoccupied prior to reletting, (G) the anticipated cost of reletting, and (H) the current levels of new construction that will be completed during the remainder of the Term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. §13-6-7; and/or
- v. pursue any and all other remedies provided or permitted by law or equity, all remedies being cumulative.

(b) 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.

Landlord's initials



10

Tenant's initials



(c) Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(d) Tenant hereby appoints as its agent to receive service of all dispossessory or distraint proceedings, together with notices thereunder, the person in charge of the Premises at the time, or occupying the Premises, and if no person is then in charge of or occupying 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 notice shall be sent to Tenant in the manner provided for notices hereunder.

(e) Any actual costs and expenses incurred by Landlord (including, without limitation, its actual attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be repaid to Landlord by Tenant upon ten (10) days written notice from Landlord. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to termination thereof.

23) Notices. All notices, payments, and demands permitted or required to be given by either party to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Landlord:

1212 EISENHOWER PROPERTY, LLC

Attn: Fareed Bhanji

38 Sherwood Lane

Marietta, GA

Tenant:

7 VINVILLE INVESTMENT LLC.

1212 Eisenhower Pkwy.

Macon, Georgia 31206

or to such other place as Landlord or Tenant may, from time to time, designate in a notice to the other.

24) No Liens. Tenant shall not, directly or indirectly, create or permit to be created or to remain and shall promptly discharge or remove any mechanics or contractor's lien, levy or encumbrance on the Premises or on any Rent or any other sums payable by Tenant under this Lease, other than any Mortgage, the Permitted Encumbrances and any mortgage, lien, encumbrance or other charge created by or resulting solely from any act or omission of Landlord. In the event any lien is recorded against the Premises, Tenant shall take all necessary actions to discharge or remove the lien to the satisfaction of Landlord. Notwithstanding the foregoing, Tenant shall indemnify, defend, and hold Landlord harmless from any liabilities, losses, damages, costs, or expenses related to any liens that are recorded against the Premises including but not limited to the payment of all legal expenses incurred related to removing or discharging such liens. Should Tenant fail to remove any liens recorded against the Premises within thirty (30) days, Landlord may take such action as Landlord determines necessary in order to remove or discharge such liens. In the event Landlord is required to take such actions to remove or discharge such liens, Tenant shall reimburse Landlord for all payments, charges, costs, or expenses incurred by Landlord and Tenant shall pay an administrative fee of twenty percent (20%) of the amount expended by the Landlord in removing or discharging such liens under this Section. Such charges to Tenant shall be construed as Additional Rent. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING OR OCCUPYING ANY OF THE PROPERTY THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO ANY OF THE PROPERTY. LANDLORD MAY AT ANY TIME, AND AT LANDLORD'S REQUEST TENANT SHALL PROMPTLY, POST ANY NOTICES ON THE PROPERTY REGARDING SUCH NON-LIABILITY OF LANDLORD. ADDITIONALLY, LANDLORD SHALL HAVE THE RIGHT TO RECORD A NOTICE OF NON-RESPONSIBILITY (OR SUCH OTHER SIMILAR DOCUMENT) IN THE OFFICIAL RECORDS OF THE COUNTY WHERE THE PROPERTY IS LOCATED, REGARDING LANDLORD'S NON-LIABILITY FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING OR OCCUPYING ANY OF THE PROPERTY THROUGH OR UNDER TENANT.

25) Subordination and Attornment; Estoppel Certificate. Tenant agrees that this Lease shall remain subject and subordinate to all security instruments (or any security interest created hereafter) and the indebtedness owned to the Landlord's lender ("Lender"). The terms of this provision shall be self-operative and no further instrument of subordination shall be required by any Lender or Security Instrument, and Tenant shall promptly execute and deliver to Landlord such certificate or instrument in writing as Landlord may request, showing the subordination of the Lease to such Security Instrument. If Tenant shall fail at any time to execute and deliver any such certificate or instruments, an event of default shall be deemed to have occurred, and Landlord, in addition to any

other remedies available to it in consequence thereof, may execute, acknowledge and deliver such certificate or instruments on behalf of Tenant as the agent and attorney-in-fact of Tenant, with full power and authority in its name, place and stead, Tenant having constituted and appointed Landlord, its successors and assigns, as its true and lawful attorney-in-fact for that purpose. This power of attorney is coupled with an interest and shall be irrevocable. If the holder of any Security Instrument shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, then, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Tenant shall, upon request by Landlord, at any time and from time to time, execute, acknowledge and deliver to Landlord a written statement certifying as follows: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (c) the date to which any Rent and other charges have been paid in advance, if any; and (d) such other matters as may reasonably be requested by the party requesting the certificate, without requiring Landlord to make alterations or improvements to the Premises or modifications to the Lease. Any such statements may be relied upon by Lender, the recipient of such statements or their assignees or by any prospective purchaser, assignee or subtenant of the Premises. Tenant shall have ten (10) days from Landlord's request to supply the estoppel certificate prior to the imposition of an administrative charge of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00). Tenant acknowledges that this administrative charge is not a penalty but constitutes liquidated damages, being a reasonable estimate of damages Landlord may incur due to Tenant's failure to comply with the provisions hereof.

26) **Alterations.** Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall be at Landlord's sole discretion. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

27) **Quiet Enjoyment.** So long as Tenant complies with all provisions hereof, Tenant shall have quiet enjoyment of the Premises.

28) **Entry for Carding, etc.** Landlord may card Premises "For Rent" or "For Sale" at any time during the Term or any renewal thereof. 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.

29) **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the full term.

30) **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 agrees to subordinate its leasehold interest future mortgages or encumbrances against the Premises on the condition that it is first furnished with a non-disturbance agreement.

31) **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 written consent as provided hereunder.

32) **Holding Over.** In the event Tenant remains in possession of the Premises after the natural expiration of this Lease and without the execution of a written agreement relative to the possession, signed by Landlord and Tenant, Tenant shall be deemed to be occupying the Premises as a tenant at sufferance at a Minimum Rent equal to two (2) times the Minimum Rent due for the last month of the Lease Term, and Landlord may hold Tenant responsible for any damages that Landlord may sustain as a result of Tenant's failure to deliver the Premises to Landlord. There be any renewal of this Lease by operation of law.

33) **Right to Inspect or Audit.** Landlord, or Landlord's agents, shall have the right to enter the Premises, during reasonable hours, to examine the Premises.

34) **Attorney's Fees and Homestead.** If, because of any default in Tenant's obligations hereunder or if an event of default occurs hereunder, Landlord shall employ an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, the Landlord shall be entitled to an award of reasonable attorneys' fees and out of pocket expenses, including but not limited

to filing fees and court costs. 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 rights and exemptions.

35) **Time of Essence.** Time is of the essence of this agreement.

36) **Rights Cumulative.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law.

37) **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.

38) **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.

39) **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 include also Tenant's assignees or tenants, 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.

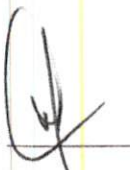
40) **Entire Agreement.** This document contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

41) **Guaranty.** This Lease shall be guaranteed by Srinivas Reddy Arekala and Karthik Nimmala, in the form attached hereto, marked as Exhibit "A".

42) **Governing Law, Venue and Jurisdiction.** This Lease shall be governed by and construed in accordance with the laws of the State of Georgia. No conflicts of law rules of any state or country (including, without limitation, State of Georgia conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than the State of Georgia. For the purposes of any suit, action or proceeding involving this Lease, the parties hereby expressly submit to the jurisdiction of all courts sitting within the county in which the Premises is located (the "Venue Area") and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed. The parties agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of any party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Landlord and Tenant hereby irrevocably waive any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Lease brought in any state court sitting within the confines of the Venue Area and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

43) **Non-compete.** Tenant covenants and agrees that the Tenant will not: (1) during the term of this Lease and for a period of two (2) years after termination of the Lease, own, manage, or be employed by (whether as an employee or independent contractor) a competing business within five (5) miles of the Premises; or (2) during the term of this Lease and for one (1) year thereafter, recruit or employ (whether as an employee or independent contractor) any of the business's current employees or independent contractors.

44) **Limitations on Landlord's Liability.** Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of Landlord's interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Lender.




45) **Proration of Expenses.** The Parties hereto have reached an agreement between themselves as to payment of utility bills, and the proration of the same has been settled as of the execution of the Lease. Tenant shall be responsible for all incurred utilities, telephone, and service contracts from the execution of the Lease and Tenant shall ensure that all such services are placed in Tenant's name promptly after the execution of the Lease. All personal property taxes, governmental assessments, rent, and utilities for the year shall be prorated.

46) **ADA Compliance.** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors, or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

47) **Security Disclaimer.** Tenant acknowledges that it has reasonably inspected the Premises and assessed any security requirements that may be necessary at the Premises. Tenant assumes the responsibility to ensure that the entire Premises are operated in a safe environment for the customers of the Premises or its tenants. Should there be any need for additional security in the discretion of Tenant, Tenant shall promptly retain and pay for any costs related to hiring security guards and ensure that there is sufficient security presence at the Premises to ensure uninterrupted operations.

48) **Acknowledgement of Risks.** Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: (i) 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; (ii) 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; (iii) 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; (iv) 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; (v) 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 (vi) 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.

49) **WAIVER OF RIGHTS; NO RECORDATION; COUNTERPARTS.** No failure of Landlord to exercise any power given Landlord hereunder or to upon strict compliance by Tenant of its obligations 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. Neither this Lease nor any memorandum hereof may be recorded without the Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. This Lease may be executed in multiple facsimiles, photocopy, PDFs, electronic and/or original counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.




50) Stipulations.

(a) Tenant shall assume and strictly abide by the terms and conditions of the COAM location agreement with the master licensee on the Premises. Tenant acknowledges receipt of the COAM location agreement. Any default or violation under the CCAM location agreement shall be a default under the Lease. Tenant shall not enter into a new COAM location agreement or renew the current COAM location agreement without prior written consent of the Landlord at their sole discretion with no reasoning required.

(b) Tenant shall not enter into any agreement binding the business and/or Premises to any obligations with a vendor, fuel supplier, supplier, coin operated master licensee or any other provider whatsoever without the prior written consent of the Landlord at their sole discretion with no reasoning required.

(c) Tenant shall strictly abide by the terms and conditions of any and all vendor agreements, including ATM and fuel supply, on the Premises. Any default or violation under such agreements shall be a default under the Lease.

(d) Tenant shall be liable for any and all de-branding costs which may be incurred from the jobber for any reason.

(e) Landlord shall provide tenant all insurance policies to pay and include in monthly premium, or shall provide tenant in writing of approval to acquire their own insurance in Landlord's sole discretion.

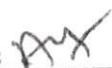
[Signature Page to Follow]

Landlord's initials



15

Tenant's initials



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

LANDLORD:

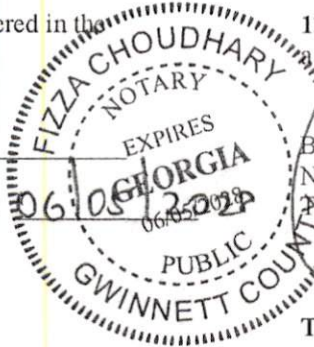
Signed, sealed, and delivered in the presence of:

1212 EISENHOWER PROPERTY, LLC,
a Georgia limited liability company

Notary Public

My Commission Expires:

[SEAL]



By: _____
Name: _____
Title: _____

TENANT:

Signed, sealed, and delivered in the presence of:

7 VINVILLE INVESTMENT LLC,
a Georgia limited liability company

Notary Public

My Commission Expires:

[SEAL]



By: _____
Name: Srinivas Reddy Arekala
Title: Member

Signed, sealed, and delivered in the presence of:

Notary Public

My Commission Expires:

[SEAL]



By: _____
Name: Karthik Nimmala
Title: Member

Landlord's initials

Tenant's initials

Exhibit "A"

Personal Guaranty of Payment and Performance

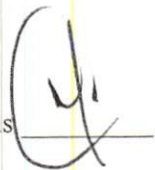
THIS GUARANTY (this "**Guaranty**") is given on this June 23rd, 2025 by Srinivas Reddy Arekala and Karthik Nirmala (collectively referred to as "**Guarantor**") with a mailing address as provided in the signature block hereto, in favor of **212 EISENHOWER PROPERTY, LLC** (hereinafter referred to as "**Landlord**") in order to secure and fully guaranty the obligations of **7 VINVILLE INVESTMENT LLC.**, a Georgia limited liability company (hereinafter referred to as "**Tenant**") as set forth in that certain Commercial Lease Agreement of even date by and between Landlord and Tenant ("**Lease**"). All liability of all Guarantors and Tenant shall be joint and several, and each Guarantor hereby waives any right to require Landlord to proceed first against Tenant or any other Guarantor or to pursue any other remedy.

RECITALS

WHEREAS, Guarantor, as a party that has an interest in Tenant or in the Lease, is deriving substantial consideration from the Lease, and is executing and delivering this Guaranty to the Landlord in order to lease the property located at the Premises described in the Lease. This Guaranty is a material portion of the consideration to be received by the Landlord pursuant to the Lease.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and agreements contained in this Guaranty, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Guarantor, Guarantor hereby agrees as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord the full and prompt payment, performance and observance of all obligations, liabilities, covenants, conditions and agreements provided for in the Lease to be paid, performed and observed by Tenant, its successors and permitted assigns, including, but not by way of limitation, payment of Rent, attorney's fees, interest, late charges and all other charges, costs, expenses or other sums arising out of or in connection with the Lease (collectively, the "**Obligations**"). Time is of the essence of this Guaranty. The Obligations of Guarantor under this Guaranty shall survive the expiration, earlier termination, or rejection of the Lease in bankruptcy, and shall continue until all monetary obligations, including any damages claims, are fully satisfied.
2. Guarantor shall, in strict accordance with the terms of the Lease upon written demand by Landlord, punctually (a) pay all of the monetary Obligations which are not paid when due and payable by Tenant, in like manner as such amounts are due from Tenant, and (b) perform all non-monetary Obligations of Tenant. For purposes hereof, the monetary Obligations shall be due and payable when due and payable under the terms of the Lease notwithstanding the fact that the collection or enforcement thereof as against Tenant may be stayed or enjoined under Title 11 of the United States Code or similar applicable law. This Guaranty is one of payment and not of collection. All payments by Guarantor pursuant to this Guaranty shall be made without offset or deduction.
3. This Guaranty is intended to make the liability of Guarantor unconditional, direct and joint and several with Tenant and all other Guarantors, and coextensive with that of Tenant, and under all of the terms and provisions of the Lease with respect to the Obligations as though Guarantor had entered into the Lease as Tenant thereunder. Landlord shall be entitled to proceed, by suit or otherwise, directly against Guarantor without first being required to proceed against Tenant, by suit or otherwise, or without being required to join Tenant as a party to any suit hereon, or proceed against any security then held by Landlord, or notify or make demand upon or proceed against or exhaust any legal or equitable remedy against Tenant. This Guaranty shall remain in full force and effect and be binding upon Guarantor, until all of the Obligations have been satisfied in full, and the Lease shall have been fully performed. This Guaranty is continuing with respect to all Obligations, including, without limitation, any Obligations arising under any extension or renewal of the term of the Lease, and despite any change in the terms of any Obligations, or the creation of any new or additional Obligations after prior Obligations have been satisfied in whole or in part, regardless of any lapse of time.
4. Guarantor hereby irrevocably waives all defenses to any action or proceeding brought to enforce this Guaranty or to any portion of this Guaranty. Without limiting the generality of the foregoing, Guarantor hereby specifically waives all defenses. Guarantor hereby waives and renounces, to the fullest extent permitted by law, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisalment, exemption and homestead now or hereafter provided by the Constitution and laws of the United States of America and of each state thereof (including, without limitation, O.C.G.A. §10-27-24) both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Guaranty.




5. Landlord may, at any time, and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of, or renew, any of the Obligations, and may also make any agreement with Tenant or with any other party liable with respect to any of the Obligations for the extension, renewal, payment, compromise, waiver, discharge or release thereof, in whole or in part, or for any amendment or modification of the terms thereof or of the Lease or any other agreement between Landlord and Tenant or any such other party, without in any way impairing, releasing or affecting the liabilities of Guarantor under this Guaranty. This Guaranty may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by both Landlord and Guarantor.

6. Landlord shall not be obligated to file any claim related to the Obligations in the event that Tenant becomes subject to a bankruptcy, receivership, reorganization, liquidation or similar proceeding (collectively, a "Proceeding"), and the failure of Landlord to file a claim shall not affect the Obligations of Guarantor under this Guaranty. The liability of Guarantor under this Guaranty shall in no way be affected by: (a) the release or discharge of Tenant in any Proceeding; (b) the insolvency of Tenant, or the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in any Proceeding; or (c) the rejection or disaffirmance of the Lease in any Proceeding. Guarantor irrevocably waives (i) any defenses arising by reason of any disability or Proceeding involving Tenant; and (ii) any right to require Landlord to pursue any other remedy whatsoever, whether against Tenant or any other obligor primarily or secondarily obligated with respect to the Obligations.

7. Guarantor may not assign the rights nor delegate the Obligations of Guarantor under this Guaranty, in whole or in part, without the prior written consent of Landlord, and any purported assignment or delegation absent such consent is void. This Guaranty shall remain in full force and effect irrespective of (a) any assignment or transfer by Tenant of the interest of Tenant in the Lease or assignment, or (b) any assignment or transfer by Landlord of the interest of Landlord in the Lease (in which case Guarantor's Obligations under this Guaranty shall inure to the benefit of Landlord's assignee or transferee), in each case irrespective of whether Guarantor has notice of or consents to any such assignment or transfer.

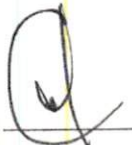
8. No failure on the part of Landlord to exercise, and no delay in exercising, any right, remedy or power under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by Landlord of any right, remedy or power under this Guaranty preclude any other or future exercise of any right, remedy or power under this Guaranty. Each right, remedy and power granted to Landlord under this Guaranty or allowed Landlord by law or by the Lease shall be cumulative and not exclusive of any other and may be exercised by Landlord from time to time.

9. This Guaranty has been executed and delivered in the State of Georgia and shall be governed by and construed and enforced in accordance with the substantive laws of the State of Georgia without giving effect to conflict of law principles. Whenever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. Each Guarantor expressly consents to venue for any dispute being proper in the jurisdiction in which the Premises as provided in the Lease are located.

10. Guarantor agrees that if Landlord shall employ counsel to collect the Obligations or to present, enforce or defend any or all of Landlord's rights or remedies hereunder, then, in any such event, Guarantor shall pay any reasonable attorney's fees and expenses incurred by Landlord in such actions, plus court costs and expenses of litigation, at both the trial and appellate levels.

11. All notices or demands or other communications required or permitted to be given pursuant to the provisions of this Guaranty shall be in writing and shall be deemed to have been given for all purposes on the earlier of receipt or (i) three (3) business days after having been sent by United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed to Guarantor at its address above, (ii) on the date of hand delivery by commercial courier service; or (iii) one (1) business day after having been deposited with FedEx or UPS or with any other nationally recognized overnight, air courier service, for next business day delivery. Any notice may be given on behalf of any party by its counsel. Personal delivery to a party or to any officer or partner of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. The initial address for notice to Guarantor is set forth below its signature line.

12. Guarantor warrants and represents: (a) Guarantor has the capacity and authority to enter into this Guaranty and consummate the transactions herein provided and nothing prohibits or restricts the right or ability of Guarantor to enter into, or perform its obligations under, this Guaranty; (b) Neither this Guaranty nor any agreement, document or instrument executed or to be executed in connection with the same, nor anything provided in or contemplated by this Guaranty or any such other agreement, document or instrument, does now or shall hereafter breach, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, affecting or relating to Guarantor; (c)




Guarantor is related and/or affiliated with the Tenant and has personal knowledge of, and is familiar with Tenant's business affairs; (d) Guarantor has received copies of, reviewed, and is fully familiar with all terms and conditions of the Lease, and acknowledges that Landlord has relied on this Guaranty in entering into the Lease.

13. This Guaranty shall remain in full force and effect until all of the Guaranteed Obligations under the Lease have been satisfied in full and are no longer subject to disgorgement under any applicable state or federal creditor rights or bankruptcy laws. No delay on the part of the Landlord in exercising any options, powers or rights, or the partial or single exercise thereof, shall constitute a waiver thereof.

14. Each individual executing this Guaranty on behalf of an entity hereby represents and warrants to the other party or parties to this Guaranty that (i) such individual has been duly and validly authorized to execute and deliver this Guaranty and any and all other documents contemplated by this Guaranty on behalf of such entity; and (ii) this Guaranty and all documents executed by such individual on behalf of such entity pursuant to this Guaranty are and will be duly authorized, executed and delivered by such entity and are and will be legal, valid and binding obligations of such entity.

15. This Guaranty may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same Guaranty with the same effect as if all parties had signed the same signature page. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required appear on a single counterpart, but it shall be sufficient that the signature of, or on behalf of, each party, appear on one or more of the counterparts. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty or such other document and reattached to any other counterpart of this Guaranty or such other document identical in form hereto or thereto but having attached to it one or more additional signature pages. This Guaranty shall be deemed executed and delivered upon each signator's delivery of executed signature pages of this Guaranty, which signature pages may be delivered by facsimile with the same effect as delivery of the originals.

[remainder of page left intentionally blank – signatures on page to follow]

Landlord's initials



Tenant's initials



IN WITNESS WHEREOF, the Guarantor has executed this Guaranty under seal as of the date first above written.

GUARANTORS:

AS Reddy
Sririvas Reddy Arekala, Individually

Address: 3885 - Camzrum Ct
Camzrum GA - 30070

Date of Birth: [REDACTED]

Driver's License #: _____

Karthik
Karthik Nimmala, Individually

Address: 7618 Newfield Lane
Apharoka GA 30004

Date of Birth: [REDACTED]

Driver's License #: [REDACTED]

Signed, sealed and delivered in the presence of:

Fizza Choudhary
Notary Public
My Commission Expires: 06/05/2028
[SEAL] FIZZA CHAUDHARY
NOTARY
EXPIRES
GEORGIA
06/05/2028
PUBLIC
GWINNETT COUNTY

Signed, sealed and delivered in the presence of:

Fizza Choudhary
Notary Public
My Commission Expires: 06/05/2028
[SEAL] FIZZA CHAUDHARY
NOTARY
EXPIRES
GEORGIA
06/05/2028
PUBLIC
GWINNETT COUNTY

Landlord's initials [Signature]

Tenant's initials [Signature]

SUBLEASE COMMERCIAL REAL ESTATE LEASE AGREEMENT

THIS COMMERCIAL REAL ESTATE LEASE AGREEMENT ("Lease"), is made this 23rd day of June, 2025, by and between 7 VINVILLE INVESTMENT LLC., a Georgia limited liability company (hereinafter referenced as "Mastlease"), and Sublease FasttrackfulcLLC., a Georgia limited liability company (hereinafter referenced as "Tenant").

WITNESS ETH:

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, the gas station and convenience store property located at 1212 Eisenhower Parkway, Macon, GA 31206 and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference as well as the Personal Property listed on Exhibit "B", (the real and personal property being referred to as the "Premises" or "Property").
- 2) Term of Lease. The Term of this Lease shall commence on the 23rd day of June, 2025, and, unless sooner terminated as hereinafter provided, shall expire on the 22th day of June, 2040 (the "Term").
- 3) Rental and Late Fees; Lease Renewal Option and Rent: and Security Deposit.

a. Rental; Lease Fee. Tenant agrees to pay Landlord, by payments at Landlord's office, or at any other address as designated by Landlord in writing to Tenant, promptly on the first (1st) day of each month, in advance, during the Term and any renewal thereof rent in the following amounts:

June 23, 2025 until June 23, 2026	\$11,300.00	monthly
June 23, 2026 until June 23, 2027	\$11,639.00	monthly
June 23, 2027 until June 23, 2028	\$11,988.17	monthly
June 23, 2028 until June 23, 2029	\$12,347.82	monthlv
June 23, 2029 until June 23, 2030	\$12,718.25	monthly
June 23, 2030 until June 23, 2031	\$13,099.80	monthly

Master Lease initials Ne

Tenant's initials _____

June 23, 2031 until June 23, 2032	\$13,492.79	monthly
June 23, 2032 until June 23, 2033	\$13,897.58	monthly
June 23, 2033 until June 23, 2034	\$14,314.50	monthly
June 23, 2034 until June 23, 2035	\$14,743.94	monthly
June 23, 2035 until June 23, 2036	\$15,186.26	monthly
June 23, 2036 until June 23, 2037	\$15,641.84	monthly
June 23, 2037 until June 23, 2038	\$16,111.10	monthly
June 23, 2038 until June 23, 2039	\$16,594.43	monthly
June 23, 2039 until June 22, 2040	\$17,092.26	monthly

** Rental Amount is shown to reflect 3% yearly increase for any miscalculation* *

* *First month's rent is due upon signing of the Lease* *

** Tenant shall pay additional rent as provided herein along with the rent payments* *

b. Lease Renewal Option. Tenant shall not have any renewal options.

c. Late Fees. Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Amounts Due, without deduction, setoff, abatement, counterclaim or defense. If any Amount Due is not received by Landlord on or before two (2) days following the date on which it is due and is paid after the third (Y^d), Tenant shall pay a late charge equal to ten percent (10%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Any Amount Due payable to Landlord by Tenant shall be paid via cash or certified funds/money order and payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. If Tenant fails to make any payment when due, and such failure continues for more than ten (10) days after Landlord gives Tenant written notice of nonpayment, Tenant shall be in default under this Lease. Notwithstanding the foregoing, Landlord shall not be obligated to provide more than two (2) notices of non-payment in any twelve (12) month period. After Landlord has given two such notices within a twelve-month period, any subsequent failure to pay timely during that period shall constitute an immediate default without the requirement of further notice from Landlord.. In the event any payment is returned for insufficient funds

Master Lease initials NR

Tenant's initials _____

Tenant shall pay an additional amount equal to (i) \$500.00; or (ii) ten percent (10%) of the face amount of the returned instrument, whichever is greater.

d. **Security Deposit.** Tenant shall deposit the Security Deposit in the amount of Seventeen Thousand and NinetyTwo dollars and 26/100 Dollars (\$ 17,092.26) with Landlord at the execution of the Lease, which shall be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If the Rent or additional rent shall be unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the Security Deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the Rent, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall, within ten (10) days after receipt of a written demand from Landlord, restore the Security Deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the Security Deposit shall be returned to Tenant within thirty (30) days after the termination of the Lease or any renewal thereof, or sooner date of termination of this Lease pursuant to agreement of the Parties, and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. In the event of a sale of the Premises, subject to this Lease and transfer of the Security Deposit to the new landlord, Landlord shall be released from all liability for the return of the Security Deposit and Tenant shall look solely to the new landlord for the return of the Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

4) **Additional Rent and Other Amounts.** It is the intent of the parties that this shall be a triple net lease. In this regard, Tenant shall be responsible for all amounts relating to the Premises and business located thereon, including, but not limited to the following:

(a) **Taxes.** Tenant shall pay, as additional rent, all ad valorem or real estate taxes, including general and special assessments for public improvements or benefits, levied, assessed or imposed at any time by any Governmental Authorities upon or against the Premises or any portion thereof, which accrue or become due with respect to any period during the Term (collectively, the "Taxes"). Beginning on the Commencement Date of this Lease Agreement, Tenant shall pay monthly as additional rental during the term of this Lease, and any extension or renewal thereof, the amount of all such taxes on the Premises. This amount shall be equal to 1/12 of such charges incurred by Landlord for the most recent calendar year. At the end of each calendar year during this Lease, the Landlord shall provide a precise accounting to Tenant of all taxes and the parties agree to reconcile said amount with payments made during the calendar year by Tenant and to complete said reconciliation within 30 days of the end of said calendar year. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease year.

(b) **Personal Property Taxes.** Tenant agrees to pay, when due, all personal property taxes and assessments and solid waste taxes or fees, levied, assessed or imposed at any time by any Governmental Authorities upon or against the Premises or any portion thereof, which accrue or become due with respect to any period during

the Term. Within five (5) days after payment, Tenant shall deliver to Landlord proof of payment, together with a copy of the underlying statements or bills. Tenant shall not be responsible for any Taxes attributable to periods before or after the Term of this Lease or renewal thereof.

(c) **Operating Costs.** Operating Costs shall mean Landlord's reasonable expenses relating to the maintenance, operation, and repair of the Premises, including Real Estate Taxes and insurance maintained by Landlord as required by this Lease. Operating Costs shall not include any of the following:

- (i) costs for capital improvements (except those required by changes in law after the Commencement Date, and then only to the extent amortized over the useful life of such improvement);
- (ii) reserves for future expenses;
- (iii) interest, principal, or other finance charges on any mortgage or other debt of Landlord; (iv) depreciation;

Landlord may contract for the performance of some or all of the management, operation, maintenance, repair, service and security functions generally described in this section with any persons or entities whom Landlord shall deem appropriate, in its commercially reasonable discretion, including persons or entities who are affiliated with Landlord, provided the rates charged thereby do not exceed the rates then customarily charged for similar services by providers with equal or better qualifications for property of like class and character. Tenant's garbage dumpster/removal shall not be included in the Operating Costs.

(d) **Utilities.** 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 the leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may, at Landlord's option, pay same and any such amount and/or expenses paid by Landlord shall be paid by Tenant to Landlord, together with a ten percent (10%) surcharge, which shall be payable within the ten (10) days of demand for payment by the Landlord.

(e) **Landlord's Premises Insurance.** Landlord, may during the Lease, procure and maintain in full force and effect an All Risk Premises Insurance Policy on the Premises, all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy may contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any designated mortgagee in accordance with their respective interests therein.

Tenant shall reimburse Landlord of such expense for said insurance monthly. Landlord shall provide Tenant with a copy of the premium invoice or other reasonable documentation evidencing the cost of the insurance upon request.

5) **Use of Premises.** Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products only. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion. Tenant shall be responsible for all licenses or permits associated with said use. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. 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.

6) Operation of the Premises.

a. Restrictions and Guidelines. 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 specifically including but not limited to operating any coin machines within the confines of all laws; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; and (6) keep the business open at least eighteen (18) hours a day, seven (7) days per week. Tenant shall not execute any contract, lease or other agreement with a third party that would in any way affect Landlord's ability to re-lease the Premises in the event of Tenant default with approval of Landlord. For avoidance of doubt, any coin operated amusement machine ("COAM") location agreement would require prior written Landlord's approval at the Landlords sole discretion.

b. Customer Service Guidelines. 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.

c. Landlord agrees to provide Tenant with any such guidelines in writing and acknowledges that minor deviations shall not constitute a default unless they materially impair the brand relationship or Landlord's rights under this Lease. Minor deviation shall be solely determined by the Landlord.

c. Fuel Supply Agreement Compliance. Tenant shall strictly abide by the terms and conditions of the petroleum supply agreement and assignment of fuel supply agreement, if any, for the Premises. Tenant acknowledges receipt of the petroleum supply agreement and assignment of fuel supply agreement, if any. Any default or violation under the petroleum supply agreement and assignment of fuel supply agreement, if any, shall be a default under the Lease. Tenant shall not enter into a new petroleum supply agreement or renew the current petroleum supply agreement without prior written Landlord's consent. For avoidance of doubt, Landlord shall solely determine the fuel supply agreement and the fuel supplier at their sole discretion and Landlord shall be entitled to all monetary or other benefits and incentives.

d. Failure to Comply. In the event, Tenant fails to comply with its obligations under this Paragraph 6, 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 Premises into compliance with such guidelines, obligations and any requirements including those regarding cleanliness.

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 shall be removed from the Premises that is not freestanding, such as coolers, etc. whether placed on the Premises by Landlord or Tenant. All freestanding equipment placed on the Premises solely by the Tenant may be removed.

8) Repairs and Maintenance.

a. Repairs and Maintenance by Tenant. Landlord gives to Tenant exclusive control of Premises and Tenant shall be solely responsible for any and all repairs and maintenance of the Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises and any equipment and Tenant accepts the same in their present condition and as suited for the intended use by Tenant. Except as otherwise provided in this Lease, Tenant shall during the Term, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises including the foundation, outside walls of the Premises, the underground storage tanks, dispensing fueling equipment, canopy, the roof, and all equipment (inclusive of all gasoline dispensing equipment, canopy or sign lights and underground storage tanks), fixtures and other improvements located upon the Premises, including, but not limited to the parking lot, underground utility and sewer pipes. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Thus, Tenant shall be responsible for any repairs or maintenance to the petroleum pumps, associated fueling equipment, canopy, sign lights and the underground storage tanks. Tenant agrees to return the Premises to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted. In the event Tenant fails to maintain and repair the Premises within 10 days of learning of such maintenance and repair (unless the repair is required within a shorter period so as not to allow further damage to the premises such as a broken pipe that would require the immediate attention of Tenant), Landlord shall have the right, at Landlord's option, to maintain and/or repair said Premises and charge any costs and expenses associated therewith to Tenant.

b. Repairs and Maintenance by Landlord. It is acknowledged that the intent of the parties is for the Landlord to have no obligation to repair the Premises and any property surrounding it.

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 the 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 petroleum 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 two (2) 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 (except if from the underground tanks) during the Term or any renewal thereof 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.

e. Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of two (2) years.

10) Destruction of or Damage to Premises. If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease may be terminated immediately by Landlord in Landlord's sole discretion. Tenant may pursue any claims against its insurance company to repair the damage or destruction.

11) Indemnification of Landlord Against Loss or Claim. For and during the Term and any renewal thereof of this Lease, Tenant shall protect, indemnify, defend, and hold 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. All such insurance shall be in an amount of at least \$1,000,000.00 combined single limit for bodily injury and property damage per occurrence, and \$2,000,000.00 aggregate. Said insurance shall also include Assault and Battery coverage, which must include Firearms coverage, with limits of no less than \$250,000.00 per occurrence. Tenant shall provide Landlord with certificates of insurance evidencing such coverage within fifteen (15) days of the Lease Commencement Date, and at any other time Landlord reasonably requests. Tenant shall promptly notify Landlord of any cancellation, material change, or non-renewal of such insurance coverage. 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.

12) Insurance on Tenant's Property. Tenant shall, during the Term of this Lease and any renewal thereof, and at Tenant's expense maintain in full force and effect: (a) All risk property insurance covering (i) the Improvements and Personalty, and all building materials and other property which constitute part of the Premises, and (ii) Tenant's trade fixtures, signs, inventory and supplies, furniture, equipment, and improvements and betterments installed by Tenant, all amounts not less than one hundred percent (100%) of the full replacement value thereof (as reasonably determined by Landlord); (b) Contractual and comprehensive commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, which insurance shall be written on a so-called occurrence basis, and shall provide minimum protection with a combined single limit in an amount not



less than Two Million and No/100 Dollars (\$2,000,000.00) for any one occurrence, and such insurance shall have a deductible of not greater than Five Thousand and No/ 100 Dollars (\$5,000.00); (c) Business interruption and loss of rent insurance in amounts sufficient to compensate Landlord for all Base Rent, Additional Rent and other amounts payable hereunder for a period of not less than twelve (12) months, the amount of such coverage to be adjusted annually to reflect the Base Rent, Additional Rent and other amounts payable during the succeeding twelve (12) month period; (d) Liability insurance covering the liabilities arising out of the dispensing or selling of alcoholic beverages imposed under any laws, including, without limitation a "dram shop" or alcoholic beverage control act, with a cross liability clause and a severability of interests clause to cover Tenant's indemnity and including an endorsement if necessary to provide coverage of personal injury and defense for a third party, all in limits of not less than One Million and No/ 100 Dollars (\$1,000,000.00) inclusive per occurrence or, upon Landlord's request, such higher limits as shall become customary under new leases of comparable Premises; and (e) Such additional and/or other insurance coverage, endorsements, or deductibles with respect to the Premises and in such amounts as reasonably requested by Landlord or its Lender. Every insurance policy maintained pursuant to this Lease shall (a) provide that the issuer waives all rights of subrogation against Landlord, any successor to Landlord's interests in the Premises and Landlord's Lender, and (b) provide that thirty (30) days' advance notice of cancellation, modification, termination or lapse of coverage shall be given to Landlord and Landlord's Lender and that such insurance, as to the interest of Landlord and Landlord's Lender, shall not be invalidated by any act or neglect of Landlord, Landlord's Lender, Tenant or any party, nor by any foreclosure or any other proceedings relating to the Premises, nor by any change in the title ownership of the Premises, nor by use or occupation of the Premises for purposes more hazardous than are permitted by such policy, and (c) be primary and without right or provision of contribution as to any other insurance carried by Landlord or any other interested party. The insurance required by this Section shall be written by companies and agencies reasonably satisfactory to Landlord. All policies of property insurance provided for herein shall name the Landlord and its Lender, as loss payee and additional insured, as their interest may appear. A certificate of insurance shall be delivered to Landlord upon or prior to delivery of possession of the Premises to Tenant and thereafter within thirty (30) days after the commencement of each Lease Year. Policies shall be made available to Landlord for review within ten (10) days of Landlord's written request. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent.

Tenant acknowledges and agrees that the comprehensive general liability insurance policy that Tenant is required to maintain pursuant to this Lease must include the deletion of any exclusion from such policy for assault and battery coverage and must otherwise contain no endorsement limiting coverage of assault, battery, bodily injury, or death. Notwithstanding, the foregoing, the Tenant shall obtain coverage for assault, battery, bodily injury, or death, including claims involving weapons / guns of an amount solely determined by the Tenant no less than One Million Dollars (\$ 1,000,000.00) and name the Landlord as an additional insured under such policy.

- 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. Additionally, Tenant shall comply with any and all requirements of Department of Transportation and shall hold Landlord harmless as to any and all claims by Department of Transportation.
- 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

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Tenant's initials _____

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 to Landlord notwithstanding the termination of the Lease as herein provided. Tenant shall have the right to make a separate claim, independent of Landlord, for: e loss of leasehold value, e loss of goodwill, • moving expenses, • relocation benefits, e business interruption, or • any other damages to which Tenant may be entitled under applicable law.

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- 15) Assignment and Subletting. Tenant shall not, without the prior, written consent of Landlord, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion, offer for management by another, or otherwise transfer this Lease or any interest hereunder, sell the business at the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant (each of which shall be referred to as a "Lease Transfer"). A single transaction or a series of transactions in which more than a ten percent (10%) interest in Tenant, whether stock, partnership interest, limited liability company membership interest, or otherwise, is transferred, diluted, reduced or otherwise affected, shall constitute a Lease Transfer, requiring Landlord's prior written consent, which consent may be granted, denied, withheld or conditioned by

Landlord in its sole and absolute discretion. Landlord's consent to a Lease Transfer shall not impair this provision and all later Lease Transfers shall be made likewise only on the prior, written consent of Landlord, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. The assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall release or discharge Tenant of any liability hereunder. Any request by Tenant for approval for a Lease Transfer shall be accompanied by a processing charge, payable to Landlord, in the amount of Five Thousand and 00\100 Dollars (\$5,000.00) or actual attorney's fees and costs, whichever is higher. Landlord reserves the right to require a Security Deposit in an amount to be determined by Landlord in its sole and absolute discretion, if a Lease Transfer is approved by Landlord. Tenant shall be allowed to assign this Lease to Tenant's management entity (hereinafter "Subtenant") upon providing Landlord all requested information on the Subtenant that the Landlord requires. Tenant shall be not be released from any liabilities under this Lease if the Subtenant is in default of this Agreement.

- 16) Default. It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved when due, 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; 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; 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

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Tenant's initials

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 seven (7) 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 reenter 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. However, 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 any obligation to pay the full rent due for the entire period of the then existing Term or any Renewal Term. Notwithstanding anything contained herein to the contrary, if Tenant is in default of the Lease due to monetary reasons, Tenant shall be provided written notice to cure the default within 7 days.

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If Tenant is in default of the Lease due to non-monetary reasons, Tenant should be provided a written notice to cure the default within ten (10) days.

- 17) Notices. All notices, payments, and demands permitted or required to be given by either party to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Landlord:	Tenant:
7 VINVILLE INVESTMENT LLC.	FasttrackfuleLLC
7 VINVILLE INVESTMENT LLC.	FasttrackfuleLLC.,

	, Georgia 3

or to such other place as Landlord or Tenant may, from time to time, designate in a notice to the other.

- 18) Termination for Non-Payment. In the event Tenant fails to pay any Rent or Additional Rent when due and has not cured within the notice period, Landlord may terminate this Lease, in which event, unless Landlord has previously taken possession of the Premises, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or recovery of Rent, Additional Rent or other sums due, enter upon and take exclusive possession of the Premises, or, at Landlord's election, by writ of possession. All of Landlord's rights and remedies under the Lease and otherwise are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others.
- 19) Licenses and Permits. During the Term and renewal thereof, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including, but not limited to any necessary beer/wine, liquor and lotto licenses, including COAM location license. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord).
- 20) Alterations. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall be at Landlord's sole discretion. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.



- 21) Quiet Enjoyment. So long as Tenant complies with all provisions hereof, Tenant shall have quiet enjoyment of the Premises.
- 22) Entry for Carding, etc. Landlord may card Premises "For Rent" or "For Sale" at any time during the Term or any renewal thereof. 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.
- 23) Effect of Termination of Lease. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the full term.
- 24) 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 agrees to subordinate its leasehold interest future mortgages or encumbrances against the Premises on the condition that it is first furnished with a non-disturbance agreement. Landlord will use its best efforts to acquire from any mortgage lender a Non-Disturbance and Attornment Agreement for this Lease.
- 25) 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 written consent as provided hereunder.
- 26) Right to Inspect or Audit. Landlord, or Landlord's agents, shall have the right to enter the Premises, during reasonable hours, to examine the Premises.
- 27) Attorney's Fees and Homestead. If, because of any default in Tenant's obligations hereunder or if an event of default occurs hereunder, Landlord shall employ an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, the Landlord shall be entitled to an award of actual legal fees and out of pocket expenses, including but not limited to filing fees and court costs. 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 rights and exemptions.
- 28) Time of Essence. Time is of the essence of this agreement.
- 29) Rights Cumulative. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law.
- 30) 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.
- 31) 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



- 32) 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 include also Tenant's assignees or Tenants, 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.
- 33) Entire Agreement. This document 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.
- 34) Guaranty. This Lease shall be guaranteed by Srinivas Reddy Arekala and Karthik Nimmala.
- 35) Non-compete. The Tenant covenants and agrees that the Tenant will: (1) for the term this Lease own, manage, or be employed by (whether as an employee or independent contractor) a competing business within ten (10) miles of the Premises for a period often (10) years after termination of the Lease; or (2) for the term of this Lease recruit or employ (whether as an employee or independent contractor) any of the business's current employees or independent contractors.
- 36) Proration of Expenses. The Parties hereto have reached an agreement between themselves as to payment of utility bills, and the proration of the same has been settled as of the execution of the Lease. Tenant shall be responsible for all incurred utilities, telephone, and service contracts from the execution of the Lease and Tenant shall ensure that all such services are placed in Tenant's name promptly after the execution of the Lease. All personal property taxes, governmental assessments, rent, and utilities for the year shall be prorated.
- 37) Stipulations.
- a) Any legal suit, action or proceeding arising out of or based upon this Lease shall be resolved through binding arbitration. The Parties, their members and managers irrevocably submit to the exclusive jurisdiction of Gwinnett County, Georgia. The Parties, their members and managers irrevocably and unconditionally waive any right to a trial by jury and any objections to the laying of any arbitration. This Lease shall be interpreted under the laws of the State of Georgia.
 - b) Tenant shall assume and strictly abide by the terms and conditions of the COAM location agreement with the master licensee on the Premises. Tenant acknowledges receipt of the COAM location agreement. Any default or violation under the COAM location agreement shall be a default under the Lease. Tenant shall not enter into a new COAM location agreement or renew the current COAM location agreement without prior written consent of the Landlord at their sole discretion with no reasoning required.
 - c) Tenant shall not enter into any agreement binding the business and/or Premises to any obligations with a vendor, fuel supplier, supplier, coin operated master licensee or any other provider whatsoever without the prior written consent of the Landlord at their sole discretion with no reasoning required.



Signature Page

Witness

Karthik Nimmala

By: Karthik Nimmala

Its: Member, 7 Vinville Investment LLC

Witness

A. Sreddy

By: Srinivas Reddy Arekala

Its: Member, FasttrackFuel LLC



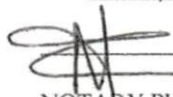
Agent Certification

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: A. Sreddy Date: 09-09-2025

Business Name: FASTTRACK FUEL LLC

I hereby certify that SRINIVAS REDDY AREKALA (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 09 day of Sept, 2025.

 NOTARY PUBLIC
 Cobb County
 State of Georgia
 My Comm. Expires January 27, 2027

01-27-2027
 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: A. Sreddy Date: 09-09-2025
 (If different from Agent)

Title: OWNER

Business Name: FASTTRACK FUEL LLC

I hereby certify that SRINIVAS REDDY AREKALA (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 09 day of Sept, 2025


 NOTARY PUBLIC

01-27-2027
 MY COMMISSION EXPIRES

NJIWANI
 NOTARY PUBLIC
 Cobb County
 State of Georgia
 My Comm. Expires January 27, 2027

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: FASTTRACK FUEL LLC

Business Address: 1212 EISENHOWER PKWY MACON, GA 31206

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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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.

A. Sredoly

Applicant/Agent Signature

09-09-2015

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: FASTTRACK FUEL LLC

Business Address: 1212 EISENHOWER PKWY MACON, GA 31206

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.

Greg Howard #2206
Code Enforcement Department Designee

9-16-25
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

09/16/2025
Date

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

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>.

A. Sreedy

SRINIVAS REDDY AREKALA

09-09-2025

Signature

Print Name

Date



Alcohol License Questionnaire

Name of Business: FASTTRACK FUEL LLC
Owner's Name: SRINIVAS REDDY AREKALA
Address: 1212 EISENHOWER PKWY MACON, GA 31206

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? \$ N/A

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

SRINIVAS REDDY AREKALA

Printed Name of Person Completing Form

A. S. Reddy

Signature of Person Completing Form

09-09-2025

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: FASTTRACK FUEL LLC

Business Address: 1212 EISENHOWER PKWY MACON, GA 31206

☒ **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

A. Szeddy
Applicant/Agent Signature

09-09-2025
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: SRINIVAS REDDY AREKALA - 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: _____	

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.

NO

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.

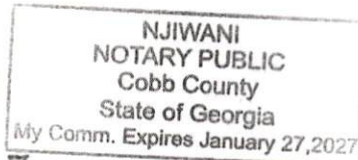
Srinivas Reddy Arekala - OWNER

Print and Sign Name

Sworn to and subscribed before me this
09 day of Sept, 20 25.

Notary Public

My commission expires: 01-27-2027



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: FAREED BHANJI PROPERTY 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: _____	

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.

NO

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.

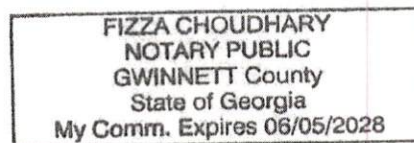
FAREED BHANJI
Print and Sign Name

Sworn to and subscribed before me this

10th day of September 2025

[Signature]
Notary Public

My commission expires: 06/05/2028





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: Srinivas Reddy Arekala – Fingerprints complete 10/08

Business Name: Fasttrack Fuel LLC DBA Texaco Food Mart

Business Address: 1212 Eisenhower Pkwy, Macon, GA 31206

After investigation, I recommend that the license requested herein be:		
Granted	Signed by: <u>David J. Davis</u> Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	Date 11/4/2025
Denied	_____ 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 1/6/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist



ADDED TO THE JANUARY 20, 2025 PRE-COMMISSION 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	Alcohol Beverage Caterer	\$600
Sunday Sales	\$300	Brown Bag	\$0	Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

\$ _____ Alcohol License Fees + \$400 Application Fee = \$ _____

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal 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 goodstanding.
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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity... Proof of Non-Profit 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.12/24

Select One: _____

New Business

☒ Change of location

☒ Change of Business

BUSINESS

Federal Tax ID #: 88-1739875

State Tax ID #: 20278229914

Business Name: Macon Drinks

Corporate and Trade Name: Switch Macon

Local Business Address: 470 1st Street Macon GA 31201

(P.O. Box Not Allowed) City State Zip

Mailing Address: 1046 Hazel Street Macon GA 31201

Street Address (City State Zip)

Local Business Phone #: (678) 672-9208

Email Address: macondrinks478@yahoo.com

Contact Person: Jordan Kirksey

Contact Phone #: (678) 672-9208

AGENT

Agent's Name: Jordan Kirksey

Agent's Title: owner/operator

Date of Birth: _____

Social Security Number: _____

Home Address: 1046 Hazel Street

City: Macon

State: GA

Zip: 31201

Home Phone #: (678) 672-9208

Email: justjkatering@yahoo.com

Mailing Address: 1046 Hazel Street

City: Macon

State: GA

Zip: 31201

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: _____ Title: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone #: _____ Email: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Gunter Jordan King		
Address	10416 HAZEL Street Macon Ga		
Sex	Race	Date of Birth	Social Security Number
M	W		

This authorization is valid for _____ days from date of signature.

I, _____ give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Signature _____ Date _____

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	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
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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 From

I hereby give consent for the _____ Criminal Justice Agency
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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
_____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Kyle Chasen Smith		
Address	219 Welker Circle Macon GA 31211		
Sex	Race	Date of Birth	Social Security Number
Male	White		

This authorization is valid for _____ days from date of signature.
I, Kyle Chasen Smith give consent to the above named entity to perform
periodic criminal history background checks for the duration of my employment.

[Signature] Date 10-28-25

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	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
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and III Info Received
☐	Sworn Criminal Justice Employment (Z) - State and III Info received

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) ☒ 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 Drinks LLC d.b.a. Switch Macon

Printed Name of Applicant: Jordan Kirksey

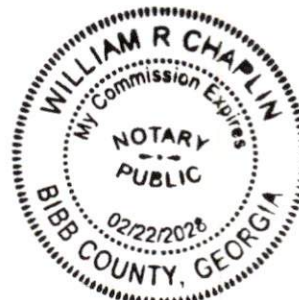
*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12 DAY OF September, 2025.

[Signature]
 NOTARY PUBLIC

02/22/2028
 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.

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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: Macon Drinks LLC D.B.A Switch Macon

Printed Name of Applicant: Kyle Smith

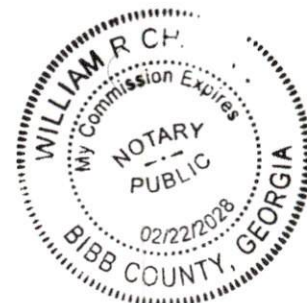
*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12 DAY OF September, 2025.

[Signature]
 NOTARY PUBLIC

02/22/2028
 MY COMMISSION EXPIRES



MEASUREMENT FORM

**Retail Sales of Beer, Wine and Malt Beverages
Consumption on the premises
Includes Brewpubs
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: Jordan Kinsey
PROPOSED LICENSE: BEER, WINE, AND LIQUOR ONLY CONSUMED ON PREMISES
BUSINESS LOCATION: 470 FIRST STREET, MACON, GA
BUSINESS NAME: MACON DRINKES LLC

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing a state or county owned and operated alcoholic treatment center or a housing authority property measured and found to be more than 300 ft.

 x Comply Does not comply

By:


John W. Hayes - Macon-Bibb County Engineer

Date:

9/18/25

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

APPLICATION FOR AFFIDAVIT

DATE: 9/9/25

MACON-BIBB COUNTY ENGINEERING
780 THIRD STREET
MACON, GEORGIA 31201-3282

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: X

PACKAGE SALE TO GO: _____

BEER X

BEER _____

WINE X

WINE _____

MIXED DRINKS (Liquor) X

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: MACON DRINKS LLC - DBA Switch MACON

LOCATION OF BUSINESS: 470 First Street MACON GA

PERSON APPLYING FOR AFFIDAVIT: Jordan Kinsey

TELEPHONE: 678 672 9208

NOTE: A \$150.00 FEE IS REQUIRED ON ALL APPLICATIONS BEFORE WE WILL GO OUT AND MEASURE SAME. THIS MUST BE IN THE FORM OF: CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER ONLY! NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED!

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.

Switch Macon (Macon Drinks LLC)

470 First Street

3,800' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy.

3,500' — MHA housing unit property line

Mounts Homes

OK!

Paul J. Hoinowski
September 11, 2025

McClatchy

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	Cols	Depth
	IPL0271347	Legal Ad - IPL0271347		1.0	29.0L

ATTENTION: MACON DRINKS LLC
4480 RIVERSIDE DR
Macon, GA 31210

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:

2.0 insertion(s) published on:
09/10/25 Print, 09/17/25 Print

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer, Wine, Spirits COP

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 17, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Macon Drinks LLC d.b.a Switch Macon, 470 1st Street. 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 September 10, 2025. Macon Drinks LLC, Applicant
IPL0271347
Sep 10,17 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

Mary Castro



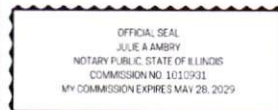
Mary Castro

Julie A Ambry



Sworn to and subscribed before me on

Sep 17, 2025, 11:01 AM EDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®



ZONING COMPLIANCE

PERMIT NO: ZC-2025-2323	PERMIT TYPE: Limited Use	DATE ISSUED: 10/28/2025
PARCEL NO: Q0740402	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Jordan Kirksey	
	Switch Macon	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	466 FIRST ST	
	AKA 470 First St	
PROPERTY OWNER'S NAME:	MASSIMO DANESE REAL ESTATE	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, documents on file and department approvals on file; approval is granted to operate a bar with alcohol consumed on premises and NO live entertainment in an existing commercial building. Permitted hours of operation shall be limited to the hours between 12:00 pm – 12:00 am. Additional hours of operation, amplified music and entertainment may be permitted only pursuant to a conditional use permit. Bars, taverns and nightclubs must comply with the regulations set forth in the MBPZ Comprehensive Land Development Resolution as well as Macon- Bibb County Code of Ordinance Article II enforceable by Code Enforcement. No outside storage or sales authorized, and no signage authorized by this permit; signage shall require a separate zoning permit. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the Zoning office. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 10/28/2026

APPROVED BY: *Butch Sementelli*

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:	Macon Drinks LLC	Control Number:	22087699
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Accommodation and Food Services	NAICS Sub Code:	Caterers
Principal Office Address:	470 1st Street, Macon, GA, 31201, USA	Date of Formation / Registration Date:	4/13/2022
State of Formation:	Georgia	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jordan Gunter Kirksey**
Physical Address: **1046 Hazel Street, Macon, GA, 31201, USA**
County: **Bibb**

[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: Switch Macan Name of Corporation: Macan Drinks LLC

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

Individual:

Name and Title: Jordan Kirksey / owner Telephone Number: (678) 672-9208

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

Residential Street Address: 1046 Hazel Street Macan GA 31201
P.O. Box Not Allowed (City State Zip)

Mailing Address: 1046 Hazel Street Macan GA 31201
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

○ General Partner holding _____ % of all outstanding 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 Member(s): 2

○ Member holdings 50 % 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: Switen Macon Name of Corporation: Macon Drinks LLC

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

Individual:

Name and Title: Kyle Smith / owner Telephone Number: (478) 973-9281

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

Residential Street Address: 219 Welker Circle Macon GA 31211
P.O. Box Not Allowed (City State Zip)

Mailing Address: 219 Welker Circle Macon GA 31211
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

○ General Partner holding _____ % of all outstanding 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 Member(s): 2

○ Member holdings 50 % 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 Renewal Application

APPLICANT

First Name: Jordan Last Name: Kirksey
Home Address: 1046 Hazel Street City: Macon State: GA Zip: 31201
Home Phone #: 678-612-9208 Email: justkirksey@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 1046 Hazel Street City: Macon State: GA Zip: 31201

- 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, moneyorder/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.

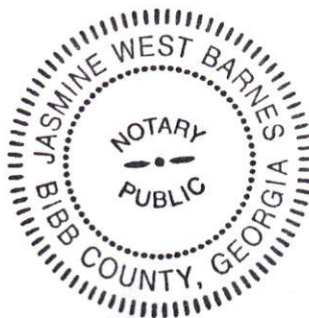
Jordan Kirksey
Applicant's Signature

10-28-25
Date

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

This 28 day of October, 20 25.

Gasmine Barney
Notary Public



04.04.2029
My Commission Expires



CERTIFICATE OF COMPLETION

This certifies that

Jordan Kirksey

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
10/23/2023



Expiration Date
10/22/2026



Certificate #
ON-000030146332

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



On-Premise

Issued: 10/23/2023

Certificate #: ON-000030146332

Jordan Kirksey
4450 Riverside Dr
Macon

GA 31206

CERTIFIED

Expires: 10/22/2026



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



Jordan Kirksey



AH000630

ALCOHOL HANDLER

EXP: 12/31/2026



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

Alt 000732

Alcohol Handler's Beverage License Application Renewal

APPLICANT

First Name: Kyle Smith Last Name: Smith
Home Address: 219 Welmer Circle City: Macon State: GA Zip: 31211
Home Phone #: 478-973-9281 Email: ChaserSmith15@yahoo.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 219 Welmer Circle City: Macon State: GA Zip: 31211

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ You must complete the following only if you are NOT a United States Citizen:
(S.A.V.E) Systematic Alien Verification For Entitlements affidavit, and provide a copy of:
(SVD) Secure and Verifiable Document (see list attached)
- ☐ A current Color (passport size) photographs of applicant.
- ☒ \$25 cash, money order, cashier's check, or personal check 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.

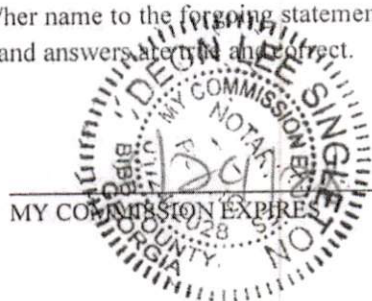
[Signature]
Applicant's Signature

9-24-25
Date

I hereby certify that Kyle Smith 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 24 day of Sept, 2025

[Signature]
NOTARY PUBLIC



TIPS
360
TRAINING
A SOFTWARE COMPANY

Phone: 800-438-8477
www.gettups.com

This card was issued by successful completion of the TIPS program.

Signature

TIPS
360
TRAINING
A SOFTWARE COMPANY

Issued 10/23/2023
Certificate # 017-000030146552
Expires 10/22/2026

On-Premise
TIPS On-Premise Alcohol Server Training

3.00 Hours

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

Signature

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

3.00 Hours

Accomplished Date 10/23/2023

Expiration Date 10/22/2026

Certificate # ON-000030146552

TIPS On-Premise Alcohol Server Training

is awarded this certificate for

Kyle Smith

This certifies that

CERTIFICATE OF COMPLETION

TIPS
360
TRAINING
A SOFTWARE COMPANY



Kyle Smith



AH000734

ALCOHOL HANDLER

EXP: 12/31/2026

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this "Agreement" or "Lease") is made and entered into this 1st day of September 2025 (the "Effective Date"), by and between Damaste Real Estate, L.L.C., Massimo Danese Real Estate both Georgia limited liability companies (the "Landlord"), and **Jordan Kirksey and Chasen Smith, Macon Drinks LLC. Db a Switch Macon** (the "Tenant"), (collectively referred to herein as the "Parties").

1. **PREMISES**: Tenant rents from Landlord, and Landlord leases to Tenant, at the property commonly known as 470 1st Street, Macon, Bibb County, Georgia 31201 (collectively, the "Premises").
2. **TERM**: Tenant shall take and accept from Landlord the Premises upon the terms and conditions herein contained and as suited for the use intended by Tenant, to have and to hold the same for a term beginning upon the Effective Date of this Agreement, and ending at 11:59 p.m. on August 30, 2028 (the "Initial Term"), unless sooner terminated as herein provided.
3. **RENEWAL**: Provided that Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional term of 3 years commencing at the expiration of the Initial Term (the "Renewal Term"). The Initial Term and the Renewal Term, if any, shall be collectively referred to herein as the "Lease Term". All of the terms and conditions of this Agreement shall apply during the Renewal Term except that the Monthly Rent shall be re-negotiated in good faith by the Parties. To exercise the option to renew, Tenant must give written notice to Landlord not less than sixty (60) days prior to the expiration of the Initial Term. If such notice is not given in the manner provided herein within the time specified, the option to renew shall expire.
4. **EARLY TERMINATION**: This Agreement may be terminated before the expiration of the Lease Term immediately upon the mutual written agreement of the Parties.
5. **BASE RENTAL**: Beginning on October, 1st, 2025, and for every month thereafter, Tenant agrees to pay to Landlord a base rental of \$1200.00 per month (the "Monthly Rent"). Beginning April 1, 2026 base rental amount will increase to \$1500.00 per month. Beginning October 1, 2026 base rental amount will increase to \$2000.00 and will remain for the remainder of the lease agreement. Said Monthly Rent shall be paid at the designated office of the Landlord, in advance and promptly on or before the first (1st) day of each and every month, during the Lease Term.
6. **SECURITY DEPOSIT**: By the Effective Date, Tenant shall deposit with Landlord the sum of \$1500.00 as a security deposit (the "Security Deposit"). The Security Deposit is not prepaid rent but is a good faith deposit for Tenant's faithful fulfillment of each provision of this Agreement and a contingency deposit against damages to the Premises caused by Tenant or Tenant's invitees or licensees. At the option of Landlord, the Security Deposit may be applied to satisfy all or part of Tenant's obligations, and such act shall not prevent Landlord from claiming damages in excess of the Security Deposit. Tenant may not apply the Security Deposit to any obligations without the prior written consent from Landlord. If Landlord applies any part of the Security Deposit to cure any default of Tenant, Tenant shall on demand

deposit with Landlord the amount so applied so that Landlord shall have the full Security Deposit on hand at all times during the Lease Term. The full Security Deposit will be refunded to Tenant if: (a) all obligations of Tenant have been performed; and (b) the Premises are not damaged and are left in their original condition, reasonable wear and tear excepted; and (c) (i) the full Lease Term has expired; or (ii) this Agreement has been terminated with the consent of both Landlord and Tenant; (d) there is no delinquent Monthly Rent, outstanding Late Rent Charge, outstanding Returned Check Charge or other outstanding charge; and, (e) all keys have been returned to Landlord. Should Landlord make a claim for any portion of the Security Deposit due to a failure of the conditions listed above, then Landlord shall provide Tenant with a written statement listing the reasons for its retention of the Security Deposit within thirty (30) days after the termination of this Agreement or the surrender and acceptance of the Premises, whichever occurs last. Additionally, during that time period, Landlord shall return the difference between the Security Deposit and the amount retained by the Landlord, if any, to Tenant's last known mailing address. Landlord's retention of the Security Deposit shall not prevent Landlord from recovering additional damages from Tenant.

7. **LATE CHARGES:** If the Monthly Rent payable for any month is paid and accepted after the fifth (5th) day of the month, a late charge fee of five percent (5%) of all amounts due and owing (including, but not limited to, Monthly Rent) shall be immediately due from Tenant. Likewise, if the Monthly Rent payable for any month is paid and accepted after the tenth (10th) day of the month, a late charge fee of ten percent (10%) of all amounts due and owing (including, but not limited to, Monthly Rent) shall be immediately due from Tenant (each, a "Late Rent Charge"). Payments that require, but do not include the Late Rent Charge, will not be accepted. By this provision, Landlord does not waive the right to insist on payment of the Monthly Rent in full on the day it is due.
8. **RETURNED CHECKS:** In the event the bank dishonors the Tenant's check, a return check charge of Thirty and 00/100 Dollars (\$30.00) shall be immediately due from Tenant. If the check being dishonored causes the Monthly Rent to be late, then the Late Rent Charge shall also be immediately due from Tenant.
9. **PAYMENT OF UTILITY SERVICES:** All applications and connections for necessary utility services shall be placed and billed in the name of the tenant.
10. **ACCEPTANCE OF PREMISES:** Tenant hereby acknowledges that it has inspected the Premises and that the Premises are in satisfactory condition and that no representation or warranty as to the condition of the Premises has been made to Tenant by Landlord, its agent or employee, or by any other person. Landlord makes no warranty whatsoever as to the present condition of the Premises.
11. **USE OF PREMISES:** The Premises shall be used by Tenant for a **salon** and for no other purpose. The Premises shall in no event be used as a dwelling place by any person or for any other purpose whether commercial or otherwise except as specifically contemplated hereby. Tenant shall not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict

with any law, statute, ordinance or governmental rule or regulation now or hereafter in force, or which is prohibited by the standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance policy upon the Premises or any part thereof or any of its contents, or cause cancellation of any insurance policy covering the Premises or any part thereof or any of its contents.

12. SECURITY: Tenant hereby agrees and acknowledges that Landlord does not provide and has no duty to provide any protective services to Tenant. Tenant shall look solely to the public police for security protection. Tenant agrees and acknowledges that protection against criminal action is not within the power of Landlord. Landlord and its agents shall not be liable for failure to provide adequate protective services or for criminal or wrongful actions by others against Tenant or Tenant's invitees or licensees.

13. PARKING: Tenant hereby agrees and acknowledges that Landlord does not provide and has no duty to provide any parking services to tenant in the garage known as The Cherry Street Parking Garage. Landlord may provide Tenant with up to 5 parking passes to be used by employees and business owners only on the Second and Third floors of the garage. For any reason at any time Landlord reserves the right to terminate those parking passes.

14. INSURANCE:

(a) **Plate Glass and Public Liability Insurance:** Tenant, at its expense, shall maintain plate glass and public liability insurance, including bodily injury and property damage, insuring Tenant with a minimum coverage of One Million and 00/100 Dollars (\$1,000,000.00). Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as an additional insured on such insurance policies. The Certificate of Insurance shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage.

(b) **Personal Property Insurance:** Tenant shall provide personal property insurance for its personal property located at the Premises. Tenant acknowledges that Landlord does not carry any insurance which in any way covers any property loss of Tenant whatsoever that Tenant may have while renting the Premises. All property belonging to Tenant stored in the Premises shall be at Tenant's sole risk, and Tenant willingly accepts this risk.

15. TENANT'S CARE:

(a) Tenant shall comply with all laws, statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises and Tenant's use thereof.

(b) Tenant shall observe faithfully and comply strictly with any and all rules and regulations as Landlord may from time reasonably adopt for the safety, care and cleanliness of the Premises or the preservation of good order therein.

- (c) Tenant acknowledges that any smoke detectors and/or security alarms are in working condition and agrees that it is Tenant's duty to regularly test these devices and to notify Landlord immediately in writing of any problem, defect, malfunction, or failure of these devices.
- (d) Tenant and its invitees and licensees shall not smoke in the Premises, corridors, or public areas including the ingress and egress area of the building, except in designated areas.
- (e) Tenant shall, at Tenant's expense, take good care of the Premises and the fixtures and appurtenances therein, including but not limited to plate glass, grease traps, electrical wiring, and plumbing as it comes into the Premises and any other system or equipment upon the Premises, and shall not allow any active or permissive waste or injury thereof.
- (f) Tenant shall be responsible for all required repairs of the Premises, excepting the roof, exterior walls and structural foundations and maintenance and replacement of heating and air units provided such repairs are not required due to misuse or neglect by Tenant or Tenant's invitees or licensees.
- (g) Tenant shall not, without Landlord's written consent, make permanent alterations, additions or improvements in or about the Premises and shall not do anything to or on the Premises which will increase the rate of fire insurance on the Premises. All alterations, additions or improvements of a permanent nature made or installed by Tenant to the Premises (including but not limited to all carpeting and paneling, plumbing, electrical installations) shall become the property of Landlord at the expiration or termination of this Agreement without payment of compensation to Tenant, but Landlord reserves the right to require Tenant to remove any alterations, additions or improvements made to the Premises by Tenant and to repair and restore the Premises to its condition prior to such alteration, addition or improvement. Tenant further agrees to complete any and all such repairs and restorations prior to the expiration or termination of the Lease Term.
- (h) No later than 11:59 p.m. on the last day of the Lease Term, Tenant shall remove all Tenant's personal property and repair any and all injury or damage done by or in connection with the installation or removal of said property and surrender the Premises (together with all keys to the Premises) in as good a condition as they were at the beginning of the Lease Term, reasonable wear and tear excepted. All property of Tenant remaining on the Premises after the termination or expiration of the Lease Term shall be deemed conclusively abandoned and may be removed by Landlord, in its discretion, immediately thereafter, and Tenant shall reimburse Landlord for the cost of removing the same.
- (i) In doing any work related to the installation of Tenant's furnishings, fixtures, or equipment in the Premises, Tenant shall use only contractors or workmen approved by Landlord. Tenant shall promptly remove any lien for material or other labor claimed

against the Premises by such contractors or workmen if such claim should arise and hereby indemnifies and holds Landlord harmless from and against any and all costs, expenses or liabilities incurred by Landlord as a result of such liens.

- (j) The sidewalks, entry passages, corridors, halls, elevators, and stairways shall not be obstructed by Tenant or used by it for means other than those of ingress and egress.
- (k) The windows that reflect or admit light into any place in the Premises shall not be covered or obstructed by Tenant except as to provide for usual window dressings.
- (l) Tenant agrees not to have the Premises unoccupied nor commit or permit any act which will vitiate the fire and/or other casualty insurance on the Premises.

16. **TERMITES, RODENTS, AND PESTS:** Tenant shall, at its expense, perform services to keep the Premises free from termites, powder post beetles, similar wood-destroying insects, and all other insects, rodents, and pests.

17. **ENTRY BY LANDLORD:** Tenant shall have full control and possession of the Premises; however, Landlord shall have the right to enter, without prior notice, at reasonable times to inspect the Premises and make repairs, including the right to make repairs and replacements which Tenant is obligated to make, if any, and to charge the cost to Tenant. Additionally, Landlord shall have the right to enter the Premises at any time, without prior notice, in the event of an emergency.

18. **DEFAULT AND REMEDIES:**

(a) The following events shall each be deemed to be an Event of Default by Tenant under this Agreement:

- i. Tenant shall fail to pay an installment of Monthly Rent or any other charge or assessment against Tenant pursuant to the terms hereof and shall not cure such failure within ten (10) days after notice thereof to Tenant;
- ii. Tenant shall fail to comply with any term, provision, covenant, or warranty made under this Agreement by Tenant, other than payment of the Monthly Rent or any other charge or assessment payable by Tenant and, provided such failure is capable of cure, shall not cure such failure within fifteen (15) days after notice thereof to Tenant;
- iii. Tenant shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.
- iv. Tenant shall file a petition under any Section or Chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or there shall be filed against Tenant a petition in bankruptcy or insolvency or a similar proceeding, and any such proceedings shall not have been dismissed within ninety (90) days after its

commencement, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant;

- v. A receiver or trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant;
- vi. Tenant shall abandon or vacate all or any portion of the Premises or fail to take possession thereof as provided in this Agreement and shall not cure such abandonment, vacancy, or failure within thirty (30) days after notice thereof to Tenant; or,
- vii. Tenant shall do or permit anything to be done which creates a lien upon the Premises and shall not remove such lien within fifteen (15) days after notice thereof to Tenant.

(b) Upon the occurrence of any of the aforesaid Events of Default, Landlord shall have the right to exercise any or all of the following options: (i) to declare the Monthly Rent for the entire Lease Term to be immediately due and payable; (ii) to immediately repossess the Premises and remove therefrom Tenant, its directors, officers, members, agents, employees, invitees, licensees, and other persons and any and all property, with or without legal process; (iii) to relet the Premises for the account of Tenant, charging Tenant for the difference between the Monthly Rent specified in this Agreement over the amount of rental that can be obtained through reasonable diligence by such reletting; or, (iv) to declare this Agreement void. In addition to the foregoing, Landlord shall have the option to pursue any other remedy available to it by law or equity. No action taken by Landlord in the event of default shall relieve Tenant from its obligation to pay the Monthly Rent as specified in this Agreement.

19. INABILITY TO DELIVER: If for any reason whatsoever, whether or not attributable to the fault of the Landlord, Landlord is unable to deliver possession of the Premises to Tenant at the commencement of the Lease Term, Landlord shall not be liable to Tenant in any way for damages and this Agreement shall not terminate; however, Tenant shall have no obligation to pay Monthly Rent hereunder until possession of the Premises is delivered to Tenant, and the Lease Term shall be deemed to be postponed, by postponing the beginning and ending dates of the Lease Term by an amount of time equal to Landlord's delay in delivering possession.

20. CASUALTY, CAUSES BEYOND LANDLORD'S CONTROL AND EMINENT DOMAIN: In the event that the Premises are damaged or destroyed, or Landlord is prevented by any cause beyond its control not specifically mentioned herein from giving possession to Tenant of all or a portion of the Premises for all or any portion of the Lease Term, this Agreement shall remain in full force and effect. In such event, the Monthly Rent shall be reduced in proportion to the interference with Tenant's use occasioned thereby, but Landlord shall not be liable for any damages occasioned thereby. In the event of any such damage or destruction, Landlord shall restore the Premises within a reasonable time or may, at its option, cancel this Agreement if, in Landlord's reasonable estimation, the results of such damage or destruction cannot be materially restored within ninety (90) days of the occurrence

of the same. Landlord must exercise its option to cancel by written notice to Tenant given within ninety (90) days of the occurrence of such damage or destruction. In the event that all of the Premises or such portion thereof has rendered them worthless or substantially worthless for the uses permitted hereunder, is taken through exercise of the power of eminent domain or sold to the possessor of such power under threat of its exercise, this Agreement shall terminate. If any lesser portion is so taken or sold, the Monthly Rent shall be reduced in proportion to the interference with Tenant's use occasioned thereby.

21. **RELEASE AND INDEMNITY:** Tenant hereby releases Landlord and its members, agents, and employees (the "Indemnitees") from any and all liability for injury or damage to Tenant's person or property arising from any cause whatsoever on or about the Premises or on or about the Landlord's property of which the Premises are a part. Tenant further hereby agrees to indemnify and hold harmless the Indemnitees from and against any and all liability for damage to person or property of any person whatsoever arising on or about the Premises or on or about the Landlord's property of which the Premises are a part or from Tenant's use of the Premises or otherwise caused by the acts or omissions of Tenant, its directors, officers, members, agents, employees, invitees, or licensees. Anything to the contrary herein notwithstanding, this Paragraph shall not indemnify or hold harmless the Indemnitees against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the Indemnitees. The provisions of this Paragraph shall control any provision in this Agreement which would otherwise require Landlord to repair any damage.
22. **SIGNS:** Landlord hereby reserves all advertising and sign privileges on the building comprising all or a portion of the Premises or of which the Premises are a part. Tenant shall have no right to install any sign on any portion of the Premises, without the prior written consent of Landlord. Any sign installed by Tenant must be maintained in good condition throughout the Lease Term. Landlord shall have the privilege of carding the Premises "For Lease" or "For Sale" at any time within the ninety (90) days prior to the termination or expiration of the Lease Term and the right during said time to exhibit and show the Premises (a) during reasonable hours without prior notice to Tenant and (b) at any time upon six (6) hours' prior notice to Tenant.
23. **NATURE OF LEASE:** Regardless of the length of the Lease Term hereof, this Agreement shall create the relationship of Landlord and Tenant. No estate shall pass out of Landlord. Tenant has only a usufruct, which is not subject to levy and sale and is not assignable by Tenant, except as expressly set forth in Paragraph 23 hereof.
24. **ASSIGNMENT; SUBLETTING:** Landlord may, at its sole discretion, assign its rights and obligations under this Agreement at any time to any of its subsidiaries and affiliates. Tenant, however, has no right or power to assign this Agreement, or to sublet the whole or any part of the Premises for all or any part of the Lease Term hereof, or to place any tenant or subtenant upon said Premises, without first obtaining the written consent of Landlord. A consent by Landlord to one assignment or subletting shall not be deemed to be a consent to any additional or subsequent assignment or subletting. An assignment or subletting without the prior written consent of Landlord shall be void.

25. TENANT HOLDING OVER: If Tenant remains in possession of the Premises after the expiration of the Lease Term hereof with the acquiescence of Landlord and without any distinct agreement between the Parties, Tenant shall be a tenant at sufferance, and there shall be no renewal of this Agreement by operation of law.

26. NOTICES: Whenever any notice, request, or demand is required or permitted under this Agreement, the same shall be in writing and shall be served (a) personally, (b) by depositing the same, postage prepaid, in the United States Mail, to be sent registered or certified mail, return-receipt requested, or (c) by delivering the same to a courier service to be sent overnight, to the following addresses:

to Landlord at the following address:

Massimo Danese Real Estate, L.L.C.
Attn: Massimo Danese
Physical Address: 425 Third Street
Macon, Georgia 31201
Mailing Address: 425 Third St.
Suite 300
Macon, Georgia 31201

with a copy, which shall not serve as notice, to:

Blake Edwin Lisenby, Esq.
Lisenby & Associates, L.L.C.
Physical Address: 777 Walnut Street
Macon, Georgia 31201
Mailing Address: P.O. Box 4101
Macon, Georgia 31208-4101

or to Tenant at the following address:

or at such other address that either Party may hereafter furnish to the other in writing to be used as the address under this Paragraph.

All notices, requests, and demands shall be deemed to be received (a) on the day of delivery if given personally, (b) five (5) days after deposit in the United States Mail when sent registered or certified mail, return-receipt requested, or (c) one (1) day after being given to a courier service to be sent overnight.

27. **HEADINGS**: The headings placed on this Agreement are for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.
28. **SUCCESSORS AND ASSIGNS**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns, provided, however that the provisions of Paragraph 23 shall control this Paragraph.
29. **SUBORDINATION**: Tenant agrees to subordinate this Agreement to the operation and effect of any security deed or similar instrument which may now or hereafter exist on all or any portion of the Premises, provided that any such subordination agreement provides that the holder and any purchaser (including holder) at any form of foreclosure sale or by deed in lieu of foreclosure will recognize Tenant as its tenant and not disturb Tenant's quiet possession of the Premises. Tenant further agrees to execute such certificates relating to the form or status of this Agreement as any such holder may reasonably request.
30. **ATTORNMEN**: In the event that any other person acquires title to the Premises, Tenant agrees to attorn to, and recognize as landlord, any such successor in title and to execute any document which may be proper to evidence the same.
31. **GOVERNING LAW**: This Agreement shall be governed and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws provisions.
32. **ATTORNEYS' FEES**: If any breach or default by Tenant under this Agreement, any Monthly Rent or any other charge or assessment owing under this Agreement is collected by or through an attorney at law, regardless of whether suit is filed, Tenant shall pay actual attorney's fees or an additional amount of fifteen percent (15%) thereof as attorneys' fees, whichever is greater.
33. **SEVERABILITY**: If any provision of this Agreement, or any word, phrase, clause, sentence, or portion thereof is invalid or unenforceable under applicable law, such provision or portion thereof shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or otherwise affecting the remainder of this Agreement.
34. **NON-WAIVER**: Failure of either Party to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of the Party's right to act on any violation hereof.
35. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written, between the Parties with respect

to the subject matter. No agreements, understandings, or negotiations between the Parties not embodied herein shall be of any force or effect.

36. **TIME OF ESSENCE**: Time is of the essence regarding this Agreement.

37. **MODIFICATIONS**: Landlord and Tenant may modify this Agreement only in writing signed by both Parties.

Remainder of Page Intentionally Left Blank

WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals the day and year first above written.

LANDLORD:

DAMASTE REAL ESTATE, L.L.C.

By: [Signature]

Name: Paige S. Callahan

Title: Property Manager

TENANT:

Macon Drinks LLC. DbA Switch Macon

By: [Signature]

Name: Jordan Kirksey

Title: Co-owner

Macon Drinks, LLC. DbA Switch Macon

By: [Signature]

Name: Kyle Chasen Smith

Title: Co-owner

Jordan Kirksey and Chasen Smith each individually (the "Guarantor"), in consideration of the execution of the above Commercial Lease Agreement (the "Lease"), hereby unconditionally guarantees and promises to pay or perform on demand any and all debts, obligations and liabilities of Macon Drinks, LLC (the "Tenant") under or arising out of the Lease. Upon the failure of Tenant to perform any and all conditions of the Lease, which include but are not limited to payment of the Monthly Rent and any other charge or assessment herein required to be paid by Tenant, Guarantor shall perform the same. This is a continuing guarantee, which shall apply to any and all renewals, extensions, modifications, and amendments of the Lease, without notice to Guarantor.

GUARANTOR:

(SEAL)

Signed, sealed and delivered in my presence this the 20 day of October, 2025.

[Signature]

Notary Public

My Commission Expires: 02/22/2028



Agent Certification

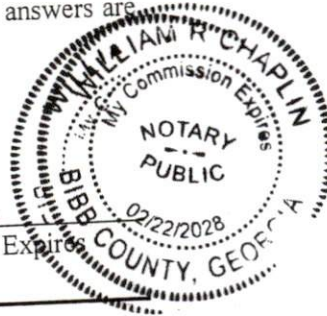
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct 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: 9/15/25
 Business Name: Macon Drinks LLC Dba. Switen Macon

I hereby certify that Jordan Kirksey (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 12 day of September, 2025.
[Signature]
 Notary Public

02/22/2028
 My Commission Expires



Ownership/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: [Signature] Date: 9/15/25
 (If different from Agent)

Title: Owner/Operator
 Business Name: Macon Drinks LLC Dba. Switen Macon

I hereby certify that Kyle Smith (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 12 day of September, 2025.
[Signature]
 Notary Public

02/22/2028
 My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Macon Drinks LLC d.b.a. Switch Macon
 Business Address: 470 1st Street, Macon, GA 31201

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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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) 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.


Applicant/Agent Signature

9/12/2025
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, select option "0" 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:

Macon Drinks LLC d.b.a Switch Macon

Business Address:

470 1st Street, Macon, GA 31201

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.

[Signature] Sgt 7224
Code Enforcement Department Designee

22 Sep 25
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.

[Signature]
Applicant/Agent Signature

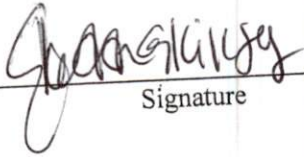
22-9-25
Date

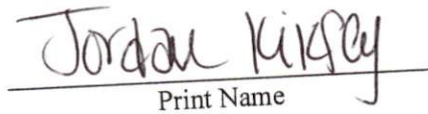
Applicant Privacy Rights Notification Signature Form

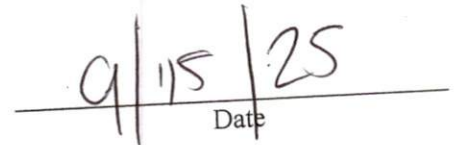
Applicant Notification and Record Challenge:

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


Print Name


Date

Applicant Privacy Rights Notification Signature Form

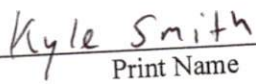
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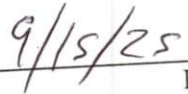
Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature



Print Name



Date



Alcohol License Questionnaire

Name of Business: Macon Drinks LLC DBA. Switch Macon
 Owner's Name: Kyle Smith
 Address: 410 1st Street
Macon GA 31201

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

[Signature]
 Signature

Kyle Smith
 Print Name

9/15/25
 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 Drinks LLC D.ba Switch Macon
Business Address: 470 1st Street Macon GA 31201

☒ **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

9/15/25
 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 Business Owner: Jordan Kirksey / owner, operator
 2. Name of the subject of this Certificate, if different from the applicant: Macon Drinks LLC D.B.A. Sweeten Macon
 3. Benefit or privilege for which the applicant is applying (mark one):

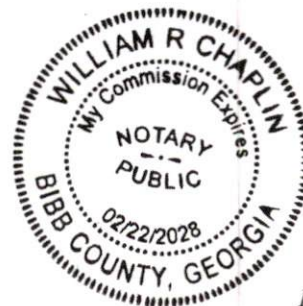
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property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

Jordan G. Kirksey
 Print and Sign Name

Sworn to and subscribed before me this
12 day of September, 2025.
William R. Chaplin
 Notary Public
 My Commission Expires: 02/22/2028



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Kyle Smith

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.

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Kyle Smith
Print and Sign Name

Sworn to and subscribed before me this

12 day of September, 2025.

William R. Chaplin
Notary Public

My Commission Expires: 02/22/2028



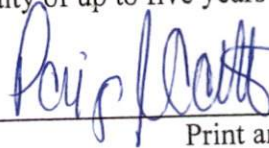
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Property Owner: _____
2. Name of the subject of this Certificate, if different from the applicant:
Macon Drinks LLC D.p.a. Switch Macon
3. Benefit or privilege for which the applicant is applying (mark one):

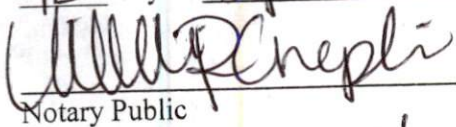
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property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


Paige S. Cattahan
 Print and Sign Name

Sworn to and subscribed before me this
12 day of September, 20 25.


 Notary Public

My Commission Expires: 02/22/2028





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: Jordan Kirksey and Kyle Smith – No fingerprints needed

Business Name: Macon Drinks LLC DBA Switch Macon

Business Address: 470 1st St, Macon, GA 31201

After investigation, I recommend that the license requested herein be:		
Granted	DocuSigned by: Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	11/4/2025 Date
Denied	_____ 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 1/6/2026(Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE JANUARY 20, 2026 PRE-COMMISSION AGENDA



Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

Business Information

Business Name: BEARFOOT TAVERN, LLC

Business Type: LLC

Address Information

Location Address: 468 2ND ST MACON GA 31201-2734

Alcohol License Information

License Type: Consumption on Premises

Start Date: 11-24-2025

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
	\$4,400.00

Licensee Information

Licensee Type: Business

Licensee Name: ELLIS, JANINE

Additional Information

Primary NAICS: 722511

Officers

ELLIS, JANINE

ELLIS, REUBEN

Officer or Responsible Party

Both

Officer

Introductory Text

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 : No

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:

BFT 2026 etoh app.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) : Bearfoot Tavern

Corporation Name :

Business Address : 468 2nd St

City : Macon

State : GA

Zip : 31201

Mailing Address : 468 2nd St

City : Macon

State : GA

Zip : 31201

Local Business Phone # : (478) 354-4175

Email : bftmacon@gmail.com

Owner Name : Reuben Ellis

Owner Phone # : (404) 877-8115

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 : AH001583

Agent's First Name : Janine

Agent's Last Name : Ellis

Agent's Home Phone # : (478) 973-8841

Job Title : operations manager

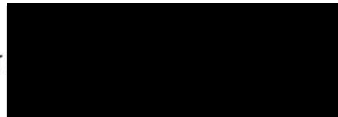
Agent's Home Address : 402 Rowan Walk

City : Macon

State : GA

Zip : 31210

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 : Malt Consumed on Premise - \$800

License Fee : Wine Consumed on Premise - \$700

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

License Fee : Temporary Alcohol - \$100

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 : Janine Ellis

Date

Today's Date : 11/10/2025

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):	Reuben K. Ellis		
Home Address:	402 Rowan Walk Macon, GA 31210		
Sex	Race	Date of Birth	Social Security Number
Male	AF AM		

☒ 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 _____

Date 10/31/05

*****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):	Janine R. Ellis		
Home Address:	4102 Rowan Wood Manor, CA 31800		
Sex	Race	Date of Birth	Social Security Number
Female	AFAM		



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

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

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☐	No Georgia CHRI results available.
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☐	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) 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: Bearfoot Tavern

Printed Name of Applicant: Reuben A. Ellis

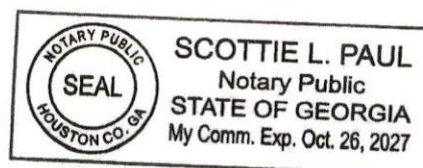
*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12 DAY OF NOVEMBER, 2025.

[Signature]
 NOTARY PUBLIC

10-26-2027
 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) 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: Bearfoot Tavern

Printed Name of Applicant: Jeanine Ellis

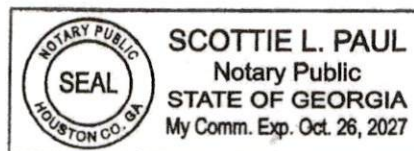
*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12 DAY OF NOVEMBER, 2025.

Scottie L. Paul
 NOTARY PUBLIC

10-26-2027
 MY COMMISSION EXPIRES



MEASUREMENT FORM

**Retail Sales of Beer, Wine and Malt Beverages
Consumption on the premises
Includes Brewpubs
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: Janine Ellis
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 468 2ND STREET, MACON, GA 31201
BUSINESS NAME: BEAREFOOT TAVERN

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing a state or county owned and operated alcoholic treatment center or a housing authority property measured and found to be more than 300 ft.

☒ Comply ☐ Does not comply

By: John W. Hayes
John W. Hayes Macon-Bibb County Engineer

Date: 11/13/25

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

*Emailed:
11/13/25*

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.

Bearfoot Tavern

#468 Second Street

3,900' - ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway

3,900' - MHA housing unit property line

#1130 Oglethorpe Street

OK!

Paul J. Hoinowski
October 29, 2025

McClatchy

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

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 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	Cols	Depth
	IPL0284102	Legal Ad - IPL0284102		1.0	28.0L

ATTENTION: Janine Ellis
468 2nd St
Macon, GA 31201
janinerobinsonellis@gmail.com

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:

2.0 insertion(s) published on:
10/23/25 Digital, 10/30/25 Digital

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer, Wine, and Liquor

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 28, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Bearfoot Tavern, 468 Second Street**. 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 21, 2025. Reuben K Ellis,
Applicant
IPL0284102
Oct 23,30 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

Amy Robbins



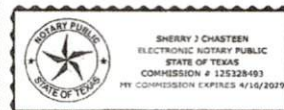
Amy Robbins

Sherry J Chasteen



Sworn to and subscribed before me on

Oct 30, 2025, 8:29 AM EDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Beer, Wine, and Liquor

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This October 21, 2025. Reuben K Ellis,
Applicant
IPL0284102
Oct 23,30 2025



ZONING COMPLIANCE

PERMIT NO: ZC-2025-2135	PERMIT TYPE: Permitted Use	DATE ISSUED: 09/03/2025
PARCEL NO: Q0740415	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: Yes
NAME OF APPLICANT:	Janine Ellis Bearfoot Tavern	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	468 SECOND ST	
PROPERTY OWNER'S NAME:	MACTOWN PROPERTIES LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, plans submitted and previous zoning compliance # 15-21259, approval is granted to continue the operation as a restaurant on the first floor and to add a golf simulator with bar upstairs. The second floor of the building will be developed into a space containing 3 golf/sports simulators. There will be a **bar to serve drinks** to the patrons playing golf/sports. Food will be available from the first floor of the establishment with no change in the existing first floor plans. Permitted hours of operation shall be limited to the hours between 12:00 pm – 12:00 am. Additional hours of operation and amplified music and entertainment may be permitted only pursuant to a conditional use permit. Adequate measures must be taken to protect the occupants of neighboring properties, especially in residential districts, from amplified music and other noises. Bars, taverns and nightclubs must comply with the regulations set forth in the MBPZ Comprehensive Land Development Resolution as well as Macon- Bibb County Code of Ordinance Article II enforceable by Code Enforcement. No outside storage or sales authorized, and no signage authorized by this permit; signage shall require a separate zoning permit. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the Zoning office. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 09/03/2026

APPROVED BY: *Sounya Ede*

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.

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

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

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 03/29/2024 11:18:39

BUSINESS INFORMATION

BUSINESS NAME : Bearfoot Tavern, LLC
CONTROL NUMBER : 21022600
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2024, 2025

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 468 Second Street,, Macon, GA, 31201, USA
REGISTERED AGENT NAME : Reuben K Ellis
REGISTERED OFFICE ADDRESS : 1425 Georgia Ave, Suite 203, Macon, GA, 31201, USA
REGISTERED OFFICE COUNTY : Bibb

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 468 Second Street,, Macon, GA, 31201, USA
REGISTERED AGENT NAME : Reuben K Ellis
REGISTERED OFFICE ADDRESS : 1425 Georgia Ave, Suite 203, Macon, GA, 31201, USA
REGISTERED OFFICE COUNTY : Bibb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Scottie Paul
AUTHORIZER TITLE : Authorized Person

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: Bearfoot Tavern Name of Corporation: Bearfoot Tavern

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

Individual:

Name and Title: Randall Ellis Telephone Number: (415) 973-8841

Date of Birth: _____ Social Security Number: SS _____

Residential Street Address: 402 Rowan Walk Marlin, CA 91210

Mailing Address: 402 Rowan Walk Marlin, CA 91210

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 holding 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: _____

Application Instructions

Alcohol Handler's Licenses are issued to individuals, not businesses, and may be used by the same individual for any number of employers or businesses where the licensee works as an Alcohol Handler. It is a violation of the Macon-Bibb County Code of Ordinances for any person to work as an Alcohol Handler without an Alcohol Handler's License.

The following people are Alcohol Handlers, and must obtain an Alcohol Handler's License:

1. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
2. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include supervising or managing any person whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
3. Anybody with at least 25% ownership in any business selling alcoholic beverages at retail, whether by the package or by the drink, unless the business is a publicly traded company; AND 4) Any person serving as the agent on any Macon-Bibb County license for the sale of alcoholic beverages at retail, whether by the package or by the drink.

The fee is \$25.00. Alcohol Handler's License fees are not prorated and expire on **December 31st of each year.**

ADDITIONAL DOCUMENTS TO BE SUBMITTED

A certificate showing completion of an alcohol handler's training course, approved by Macon- Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

ServSafe: (404) 467-9000 <https://www.servsafe.com/ServSafe-Alcohol>

Training Institute for Responsible Vendors Inc. (404) 531-9237.

Training for Intervention Procedures (TIPS), Nicole Blossé, 800-438-8477, ext. 390 or email Blossen@get-tips.com, www.gettips.com

Cheers Entertainment Services (470) 377-0731 <https://cheersbartraining.teachable.com/> An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

A current color passport size photograph of applicant.

Applicant Information

Demographic Information:

First Name : Reuben

Last Name : Ellis

Home Address : 402 Rowan Walk

City : Macon

State : GA

Zip : 31210

Home Phone # : (404) 877-8115

Email : RKRISELLIS1@GMAIL.COM

Mailing Address : 40

City : Macon

State : GA

Zip : 31210

Application Documents

The Alcohol Handler Supplemental Packet can be found [here](#).

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

AHTraining:

RKE etoh cert 2023 .pdf

A current Color (passport size) photograph of applicant.

passport:

S.A.V.E.

(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:

Are you a U.S. citizen?

citizen : Yes

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 Signature : Reuben Ellis

Date : 11/11/2025



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

REUBEN K. ELLIS

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-12-05

Serial No.

cert_gq11trwk





Reuben Ellis



AH001584

ALCOHOL HANDLER

EXP: 12/31/2026

Application Instructions

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Cheers Entertainment Services (470) 377-0731 <https://cheersbartraining.teachable.com/> An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

A current color passport size photograph of applicant.

Applicant Information

Demographic Information:

First Name : Janine

Last Name : Ellis

Home Address : 402 Rowan Walk

City : Macon

State : GA

Zip : 31210

Home Phone # : (478) 973-8841

Email : janinerobinsonellis@gmail.com

Mailing Address : 402 Rowan Walk

City : Macon

State : GA

Zip : 31210

Application Documents

The Alcohol Handler Supplemental Packet can be found [here](#).

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je etoh handlers cert 2023.pdf

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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 Signature : Janine Ellis

Date : 11/10/2025



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

JANINE ELLIS

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-10-30

Serial No.

cert_9nnd37w1





Janine Ellis



AH001583

ALCOHOL HANDLER

EXP: 12/31/2026

COMMERCIAL LEASE CONTRACT

THIS LEASE, made this 1st day of May 2021, by and between MACTown Properties, LLC, first party (hereinafter called "Landlord"); and Bearfoot Tavern, second party (hereinafter called "Tenant"):

WITNESSETH

1. **Premises.** The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these present leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, to the following described property (hereinafter called "Premises"), to wit:

being known as 468 2nd Ave, Macon, Georgia 31201 to be used for no other purpose than a Resturant.

2. **Term.** The Tenant shall have and hold the Premises for a term of 1 month beginning on the 1st day of May 2021, and ending on the 31st day of November 2030, at midnight unless sooner terminated as hereinafter provided.

3. **Rental.** Tenant agrees to pay Landlord, a rental in the amount of \$2200 per week, which shall be paid promptly on the first day of May 2021. Said rental payments shall be made to MacTown Properties

4. **Late Charges.** If the rent payable for any month is paid and accepted after the tenth day of the month in which it is due, a late charge of five percent (5%) of the monthly rental will be due.

5. **Security Deposit.** Tenant has deposited with the Landlord the sum of \$0.00 to be held by Landlord, without liability for interest, as security for the faithful performance of Tenant of all the terms, covenants and conditions of this lease. Should any rent or any other amount due Landlord hereunder be overdue and unpaid, then Landlord may, at its option, appropriate and apply all or a portion of said deposit to the payment of any overdue rent or other amount. Tenant shall upon written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original sum, at any time Landlord makes such appropriation.

6. **Utility Bills.** Tenant shall promptly pay all utility bills, including but not limited to water, sewer, gas, electric, telephone, garbage fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental amount due under this Lease.

7. **Abandonment/Governmental Orders.** Tenant agrees not to abandon or vacate the Premises during the period of this lease and to comply with and carry out all rules, orders, requirements, ordinances, and regulations of Federal, State, City and/or County Governments.

8. **Repairs by Landlord.** Tenant accepts Premises in its present condition and agrees to surrender said Premises in as good condition at the expiration of this Lease, natural wear and tear excepted. Landlord shall not be required to make any repairs or improvements to Premises except to keep in good order the roof, heating and cooling units and systems in their entirety, electrical equipment and electrical installation, plumbing, plumbing equipment, except that Tenant shall keep drains and pipes open and clear, the foundation, exterior walls (not including exterior windows), and abutting sidewalks; provided, however, that the cost of any such repairs as a result of the negligence or willful act of Tenant, its customers, licensees, agents, servants or employees shall be borne by Tenant.

9. **Repairs by Tenant.** Tenant, at his sole cost and expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the leased premises including store fixtures, and equipment, electrical fixtures, plumbing fixtures, keeping all drains and pipes open and clear, painting and decorations, and replace all broken glass including store front, plate, window, security or display glass. Tenant shall also at his expense keep the Premises free from all insects, rodents, and pests, including termites, powder post beetles, and similar wood

destroying insects. Landlord shall provide the premises to Tenant with all HVAC systems, walk-in coolers and freezers in proper working order.

10. **Improvements/Trade Fixtures.** All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this Lease; however, the Tenant is to make no changes of any nature in the above named Premises without written consent from the Landlord or his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by any mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

11. **Indemnity.** Tenant shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect, matter of thing in said Premises or the property of which the Premises are a part of, for the acts, omissions or negligence of Tenant, or Tenant's employees. The Tenant agrees to indemnify and save the Landlord and Agent harmless for the acts, omissions or negligence of Tenant or Tenant's employees from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the Premises as a direct result of those acts, omissions or negligence.

12. **Assignment and Subletting.** Tenant has no right or power to assign, mortgage, or pledge this Lease, or the sublet the whole or any part of the Premises for all or any part of the term hereof, or to place with tenant, sub-tenant, or licensee upon said Premises without first obtaining written consent of Landlord.

13. **Events of and Remedies Upon Defaults.** In the event Tenant fails to pay rent when due, said Landlord has the right, at his options, to declare rental for entire term of lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Landlord, at his option, upon breach of this contract, may card for rent and sublet the Premises at the best price obtainable by reasonable effort, under private negotiations, and charge the balance, if any, between said price of subletting and the contract price, to Tenant and hold him liable therefore. Such subletting on the part of the Landlord will not in any sense be a breach of the contract on the part of the Landlord, but will be merely acting as agent for the Tenant to minimize damage. Said Landlord is not required, however to let same for any other purpose that that specified herein. These rights of the Landlord are cumulative and not restrictive of any other rights under the law, and failure on the part of Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

14. **Exterior Signs.** Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

15. **Entry for Carding, Etc.** Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the 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.

16. **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, if requested by Landlord, execute a separate agreement reflecting such subordination.

17. **No Estate in Land.** This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, no subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

18. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the term or renewal thereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of the Lease; and there shall be no renewal of this Lease by operation of Law. If Tenant remains in possession of the Premises after expiration of the term or renewal thereof without Landlord's acquiescence, then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 hereof shall, for each month or fraction thereof during which Tenant so remains in possession, be twice the monthly rental otherwise payable under Paragraph 3 hereof.

19. **Rights Cumulative.** All rights powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

20. **Service of Notice.** Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the 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.

21. **Waiver of Rights.** No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of his obligations 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.

22. **Disclosure of Ownership.** The owner of the Premises is Jaree Real Estate Group, LLC.

23. **Attorney's Fees and Homestead.** If any rent or other sum owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions, which he may under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord his homestead exemption.

24. **Time of Essence.** Time is of the essence of this Lease.

25. **Definitions.** "Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to the Premises covered by such assignment or sublease. "Agent" shall include third party, his successors, assigns, heirs and representatives. "Landlord", "Tenant", and "Agent", include male and female, singular and plural, corporations, partnership or individual, as may fit the particular parties.

26. **Representation.** Bruce Elliott & Associates, Inc., Broker, has represented the Tenant in this transaction. Bruce Elliott & Associates, Inc. has not represented the Landlord in this transaction.

27. **Compensation for Services.** This paragraph is intentionally left blank.

This Lease contains the entire agreement of 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. IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year first above written.



LANDLORD: MAC Town Properties, LLC
REUBEN K. ELLIS, OWNER

4/15/2021

(L.S.)
(Date)



TENANT: BEARFOOT TAVERN
JANINE ELLIS, MANAGING MEMBER

4/15/2021

(L.S.)
(DATE)

Acceptance Date

The above proposition is hereby accepted, _____ o'clock _____ m. on the 15 day of April, 2021.

Binding Agreement Date

This instrument shall become a binding agreement on the date ("Binding Agreement Date") when notice of the acceptance of this Agreement has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

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.

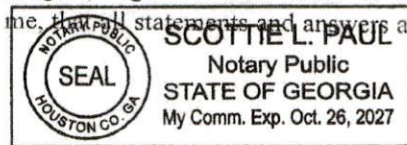
Agent's Signature: [Signature] Date: 11/13/25

Business Name: Bearfoot Tavern

I hereby certify that Janine R. Ellis (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 13 day of NOVEMBER, 2025.

[Signature]
Notary Public



10-26-2027
My Commission Expires

Ownership/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: [Signature] Date: 11/13/25
(If different from Agent)

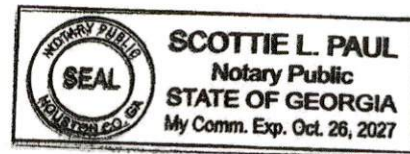
Title: owner

Business Name: Bearfoot Tavern

I hereby certify that Reuben K. Ellis (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 13 day of NOVEMBER, 2025.

[Signature]
Notary Public



10-26-2027
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Bearfoot Tavern

Business Address: 468 2nd St Macon, GA 31201

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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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

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, select option "0" 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: Boarfoot Tavern

Business Address: 468 2nd St Macon GA 31201

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

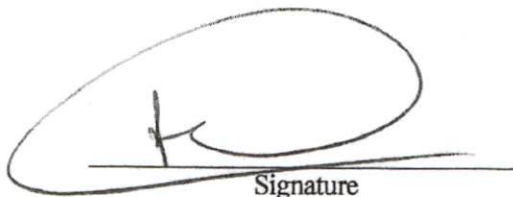
Security Camera Compliance Verification Form
Rev. March 2021
Page 2 of 2

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

Reuben K Ellis

Print Name

11/13/25

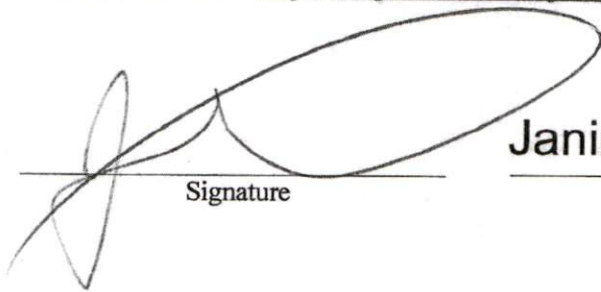
Date

Applicant Privacy Rights Notification Signature Form

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Signature

Janine R Ellis

Print Name

11/13/25

Date



Alcohol License Questionnaire

Name of Business: Bearfoot Tavern
 Owner's Name: Maetown Properties
 Address: 468 2nd St
macon, GA 31201

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
Owner of both business

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, aw 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

[Signature]
 Signature

Jonino Ellis
 Print Name

10/21/2025
 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:

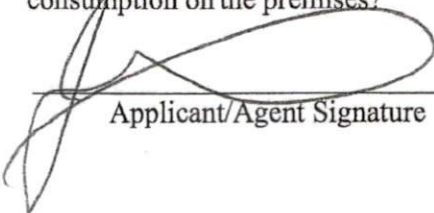
Bearfoot Tavern

Business Address:

468 2nd St Macon Ga 31201

☒ **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

10/21/2005
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 Business Owner: Reuben K. Ellis

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

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

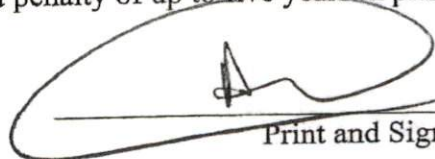
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property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

See attached

Physician consultant of GA, Midtown Vascular Center, Macrahn prop
Social Duck, Dublin Kidney Institute, Miramar Real Estate
Dublin Real Estate, Warner Robin Real Estate

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.



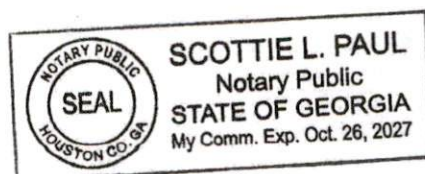
 Print and Sign Name

Sworn to and subscribed before me this
12 day of NOVEMBER 2025.

10-26-2027

Notary Public

My Commission Expires:



Macon-Bibb County Certificate of Good Standing

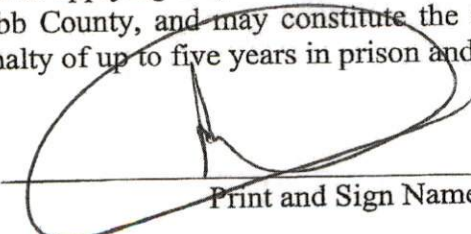
1. Name and Title of the Business Owner: Macondown Properties
2. Name of the subject of this Certificate, if different from the applicant:
Bearfoot Tavern
3. Benefit or privilege for which the applicant is applying (mark one):

☐ 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.

~~See Attached~~ (P)

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.

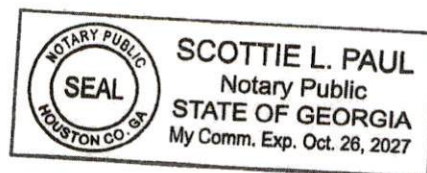

Print and Sign Name

Sworn to and subscribed before me this
12 day of NOVEMBER, 2025.

10-26-2027

Notary Public

My Commission Expires:





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: Janine Ellis – Fingerprints Not Required

Business Name: Bearfoot Tavern

Business Address: 468 2nd St Macon GA 31201

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	11/24/2025 _____ 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 1/8/2016 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ESTABLISHING AND FIXING THE QUALIFYING FEES FOR EACH ELECTED COUNTY OFFICE TO BE FILLED IN THE UPCOMING 2026 MACON-BIBB COUNTY ELECTIONS; REQUESTING THE PUBLICATION OF SAID QUALIFYING FEES BY THE MACON-BIBB COUNTY BOARD OF ELECTIONS IN THE LEGAL ORGAN OF RECORD FOR MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 21-2-131 calls for county governing authorities to fix and publish qualifying fees for each county office to be filled in upcoming general primary, nonpartisan, or general elections; and

WHEREAS, there are numerous County Offices up for election in 2026; and

WHEREAS, pursuant to O.C.G.A. § 21-2-131(a)(1)(A), the qualifying fees such County Officers shall be three percent (3%) of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law, unless otherwise stated; and

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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 following qualifying fees shall be established and fixed for the following offices for the 2026 upcoming nonpartisan general elections:

ELECTED OFFICE	SALARY	3% QUALIFYING FEE
Judge of State Court	\$169,274.56	\$5,078.24
Judge of Civil & Magistrate Court	\$154,227.84	\$4,626.84
Bibb County Board of Education Post 7 at Large	\$7,200.00	\$216.00
Bibb County Board of Education Post 8 at Large	\$7,200.00	\$216.00
Macon-Bibb Water Authority Chairman	\$18,600.00	\$558.00
Macon-Bibb Water Authority, Districts 1 and 4	\$13,200.00	\$396.00

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Clerk of the Commission shall transmit copies of this Resolution to the Elections Supervisor for Macon-Bibb County, the Macon-Bibb County Board of Elections, and the County Attorney's Office upon the adoption of this resolution into law.

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Board of Elections, pursuant to O.C.G.A. § 21-2-131 (a)(1)(A), shall publish such qualifying fees in the county's legal organ of record not later than February 1, 2026; and the Macon-Bibb County Board of Elections shall make such information available to the general public.

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 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 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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Setting Qualifying Fees For 2026 Local Elections 1-7-26.Docx



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☒ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SET THE QUALIFYING FEES FOR THE SPECIAL ELECTION TO FILL THE UNEXPIRED TERM OF SETH CLARK REPRESENTING DISTRICT 5 ON THE MACON-BIBB COUNTY COMMISSION; TO ORDER THE BOARD OF ELECTIONS TO ISSUE A CALL FOR ELECTION AND SCHEDULE THE SAME FOR MARCH 17, 2026; AND FOR OTHER PURPOSES.

WHEREAS, in January 2026, Seth Clark, District 5 representative on the Macon-Bibb County Commission resigned from his office; and

WHEREAS, Section 15(a) of the Macon-Bibb County Charter provides that, “In the event that the office of mayor or any commissioner shall become vacant for any cause whatsoever, the commission or those remaining shall, by resolution, order a special election to fill the balance of the unexpired term of that office.”; and

WHEREAS, a special election is needed to fill the unexpired term of office left by Seth Clark’s vacancy; and

WHEREAS, O.C.G.A. § 21-2-131(a)(1)(A) provides that, “The governing authority of any county or municipality, . . . at least 35 days prior to the special primary or election in the case of a special primary or special election, shall fix and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election. Except as otherwise provided in subparagraph (B) of this paragraph, such fee shall be 3 percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law if a salaried office.”; and

WHEREAS, O.C.G.A. § 21-2-131(a)(1)(B) provides, in relevant part, that, “For the office of members of the county governing authority, the qualifying fee shall be 3 percent of the base salary established by local Act of the General Assembly or by Code Section 36-5-25 as adjusted

pursuant to Code Section 36-5-24, if applicable, exclusive of compensation supplements for training provided for in Code Section 36-5-27 and cost-of-living adjustments pursuant to Code Section 36-5-28.;" and

WHEREAS, the annual salary for District 5 Representative on the Macon-Bibb County Commission according to the methodology provided in O.C.G.A. § 21-2-131(a)(1)(B) is \$15,000.00, as stated in Section 9(e) of the Macon-Bibb County Charter; and

WHEREAS, O.C.G.A. § 21-2-540(c)(1)(B) provides that the next available date on which a special election may be held is the third Tuesday in March, being March 17, 2026; and

WHEREAS, O.C.G.A. § 21-2-132(d)(3) provides that, "Each candidate for a county office, or his or her agent, desiring to have his or her name placed on the election ballot shall file notice of his or her candidacy in the office of the superintendent of his or her county . . . no later than 25 days prior to the election in the case of a special election"; and

WHEREAS, O.C.G.A. § 21-2-540(b) provides, "The period during which candidates may qualify to run in a special primary or a special election shall remain open for a minimum of two and one-half days."; and

WHEREAS, the Macon-Bibb County Commission desires for the qualifying period for this special election to run from noon on Wednesday, February 11, 2026, through Friday, February 13, 2026; 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 following qualifying fee shall be established and fixed for the following office for the 2026 upcoming special election:

ELECTED OFFICE	ANNUAL BASE MINIMUM SALARY	3% QUALIFYING FEE
Macon-Bibb County Commission District 5	\$15,000.00	\$450.00

BE IT FURTHER RESOLVED that the Macon-Bibb County Board of Elections, pursuant to O.C.G.A. § 21-2-131(a)(1)(A), shall publish such qualifying fee in the county's legal organ of record as soon as practicable, and that the Macon-Bibb County Board of Elections shall make such information available to the general public.

BE IT FURTHER RESOLVED that the qualifying period for the special election for District 5 Representative on the Macon-Bibb County Commission shall be held from noon on Wednesday, February 11, 2026, through Friday, February 13, 2026.

BE IT FURTHER RESOLVED that the special election for District 5 Representative on the Macon-Bibb County Commission shall be held on Tuesday, March 17, 2026, and that a call for elections shall be issued by the Macon-Bibb County Board of Elections to that effect, and that the Board of Elections shall provide for such advance voting and runoff voting as may be required by law.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded by the Clerk of Commission to the Elections Supervisor of Macon-Bibb County.

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 the Macon-Bibb County Commission grants the Mayor and the Elections Supervisor 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2026 Miller Setting Qualifying Fees and Dates for Commission District 5 Special Election
1-7-26.docx*



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER R PAUL BRONSON | ☐ COMMISSIONER R STANLEY B STEWART |
| ☐ COMMISSIONER R JOE Y HULETT | ☐ |
| ☐ COMMISSIONER R RAYMOND WILDER | ☐ COMMISSIONER R BILL HOWELL |
| ☐ COMMISSIONER R DONICE BRYANT-CATO | ☐ COMMISSIONER R BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH MCLEROY, INC., FOR ASPHALT RESURFACING & PARKING PAVING SERVICES, IN THE AMOUNT OF \$228,528.56, TO BE PAID FROM 2018 SPLOST FUNDS, RECREATION, CENTRAL CITY PARK - PROPERTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Willie Smokie Glover Drive and adjacent areas are in need of expedient repaving to provide smooth, safe access to Carolyn Crayton Park ahead of the various festivals and events that take place in the park beginning through the spring and occurring throughout the summer and fall months; and

WHEREAS, Invitation for Bids (“IFB”) No. 26028-LH was published on December, 2025, soliciting bids for the repair and resurfacing of Willie Smokie Glover Drive and adjacent parking areas, as more readily shown on the attached Exhibit A incorporated herein by reference; and

WHEREAS, IFB No. 26-009-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where one thousand, eight hundred seventy-nine (1879) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, eighty-one (81) self-identified as African American-owned, twelve (12) self-identified as Asian American-owned, three (3) self-identified as Hispanic/Latino-owned, fifteen (15) self-identified as Native American-owned, and one (1) self-identified as Pacific Islander American-owned; and

WHEREAS, on the published due date of January 8, 2026, six (6) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, McLeroy, Inc., a Georgia Corporation with its primary place of business in Zebulon, Georgia, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement concurs 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 McLeroy. Inc., in the amount of TWO HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$228,528.56) for asphalt resurfacing and parking paving services, to be paid from 2018 SPLOST, Recreation, Central City Park – Property funds, with such Independent Contractor Agreement in a form to be approved by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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 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, including, but not limited to, the authority to execute any amendments arising from the original scope of work, provided that such amendments comply with the requirements of Chapter 4 of Title 32 of the Official Code of Georgia, notwithstanding the provisions of Macon-Bibb County Code of Ordinances Sec. 19-5.8.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

J:\RES MACON-BIBB\2026 Miller Authorizing Independent Contractor Agreement for McLeroy - CCP Paving Improvements - \$228,528.56 - 2018 SPLOST - 1-14-26.docx

EXHIBIT A

Central City Park Paving Enhancement Project - Scope of Work

Macon Bibb County is looking to improve some of the parking areas around Central City Park. There are 3 areas that are identified by the aerial photos attached to this scope.

Area 1 is the roadway located just south of the round pavilion and the work will include the following:

- Grade the parking areas adjacent to the roadway on the north and south. The control grade for the parking area is the existing roadway, curb and speed table.
- Remove 1 ½ inches of the existing graded aggregate base (GAB) and the placement of 1 ½ inches of SP 12.5 Asphalt Pavement on the existing gravel areas adjacent to the roadway. The existing roadway will be milled 1 ½ inches and 1 ½ inches of SP 12.5 Asphalt Pavement will be placed. The asphalt will tie into the existing curb and speed hump at the current grades. It will also tie into the radius returns at Willie Smokie Glover Drive.
- Area of GAB quantity approximately 2403 SY
- Area of 1 ½ inches SP 12.5 Asphalt Pavement 6177 SY
- Approximate tons of asphalt 510 TN

Area 2 is the parking area running North-South to the east of Willie Smokie Glover Drive.

- Grade the parking area adjacent to the center drive on the east and west. The control grade for the parking area is the existing center drive.
- Remove 1 ½ inches of the existing GAB and the placement of 1 ½ inches of SP 12.5 Asphalt Pavement on the existing gravel areas adjacent to the roadway. The existing roadway will be milled 1 ½ inches and 1 ½ inches of SP 12.5 Asphalt Pavement will be placed. It will also tie into area 1 and the radius returns at Willie Smokie Glover Drive. Also, a shallow swale shall be cut and sodded between the parking area and Willie Smokie Glover Drive approximately 150 feet long, 4 feet wide and 1 foot deep to drain the water from the intersection of area 1 and Willie Smokie Glover Drive.
- Area of GAB quantity approximately 1073 SY

- Area of 1 ½ inches SP 12.5 Asphalt Pavement 2550 SY
- Approximate tons of asphalt 210 TN
- Sodding of the ditch approximately 67 SY

Area 3 is the grassy/asphalt parking area south of the stadium between Willie Smokie Glover Drive and the railroad. It is a previously paved area which is overgrown with grass. The control grade for this area is Willie Smokie Glover Drive.

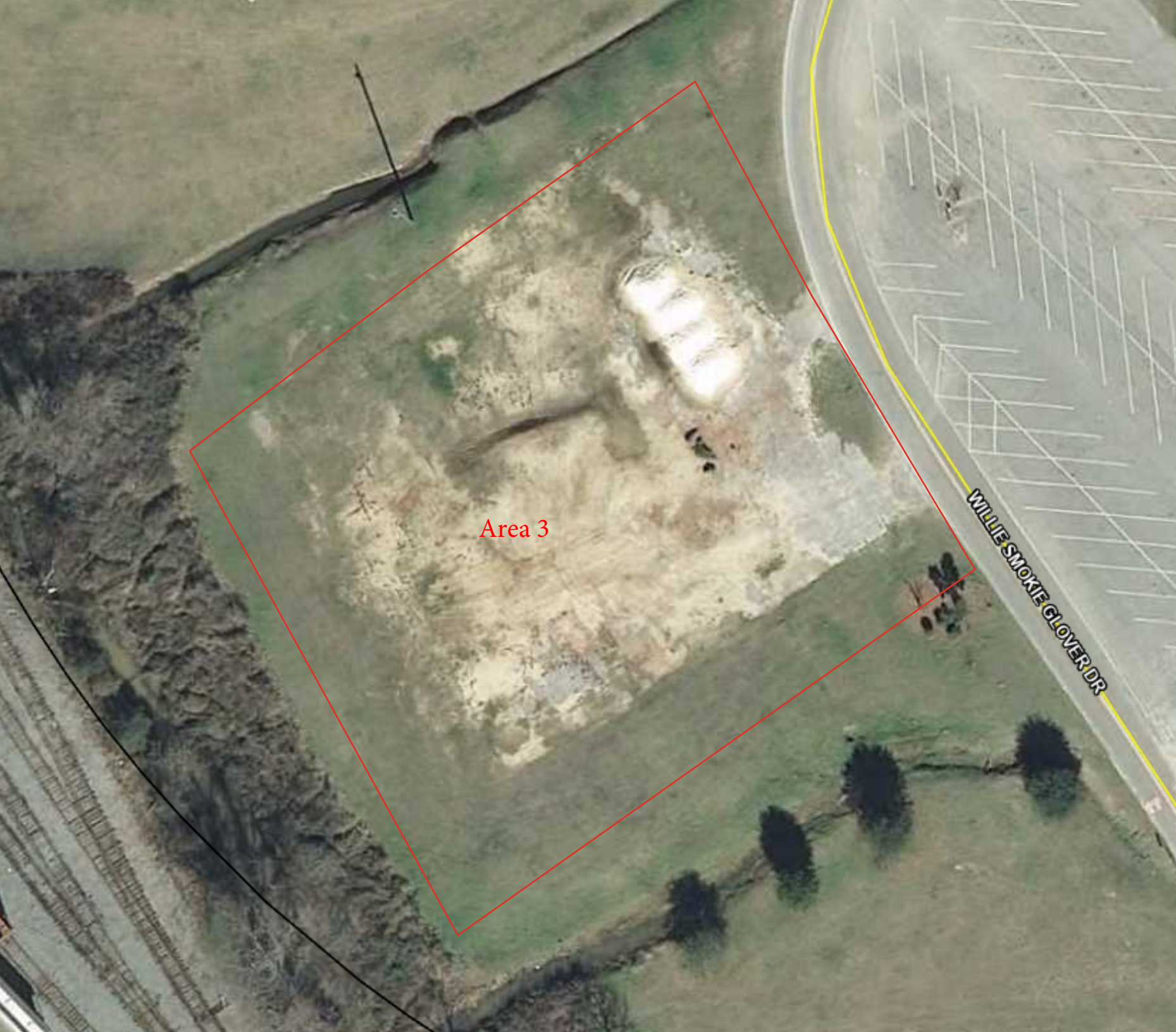
- The work area will have double row silt fence on three sides to prevent silt from leaving the site.
- Clear and grub to the existing base and reshape the existing base. Add additional GAB to address low areas in the existing base. Place 1 ½ inches of SP 12.5 Asphalt Pavement on the base area. The parking area should be graded so water will flow away from Willie Smokie Glover Drive.
- Area of parking area 3 is 200 ft x 200 ft, approximately 4,444 SY.
- Area of 1 ½ inches SP 12.5 Asphalt Pavement 4,444 SY
- Approximate tons of asphalt 367 TN

Project Quantities

Clearing and Grubbing will include the cutting of the ditch in area 2 and the removal of the grass in area 3. The milling pay item is for removal of the 1 ½ inches of GAB and asphalt in areas 1 and 2. If a different method is used for the removal of the GAB include the costs in the milling item.

Item	Unit	Quantity	Unit Price	Total
1 ½ inch Milling	TN	720		
12.5 SP Asphalt	TN	1087		
Sod	SY	67		
Clearing and Grubbing	LS	1		
Silt Fence	LF	1200		
GAB	TN	300		
			Total Project Cost	





Area 3

WILLIE SMOKE GLOVER DR



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER R PAUL BRONSON | ☐ COMMISSIONER R STANLEY B STEWART |
| ☐ COMMISSIONER R JOE Y HULETT | ☐ |
| ☐ COMMISSIONER R RAYMOND WILDER | ☐ COMMISSIONER R BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER R BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH HULL PROPERTY GROUP, LLC., FOR FACILITY REPAIR PROJECT MANAGEMENT SERVICES AT 3661 EISENHOWER PARKWAY, IN THE AMOUNT OF \$160,556.96, TO BE PAID FROM FACILITIES MAINTENANCE ACCOUNT NO. 100.1565.1022.531200.009; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County and the Macon-Bibb County Urban Development Authority (“UDA”) are partners in the revitalization and beautification of Macon-Bibb County, with the goal of creating thriving communities and improving quality of life through economic development in Macon; and

WHEREAS, the UDA, along with private corporate partner Hull Property Group, LLC, own certain real property located at 3661 Eisenhower Parkway in Macon (the “Property”); and

WHEREAS, it was discovered that certain stormwater drainage improvements located on the property were damaged and in need of repair, such damaged facilities being more readily shown on the attached Exhibit A, incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to support the UDA in their mission of revitalizing this Property by entering into an agreement with Hull Property Group, LLC, for project management services for the repairs to the damaged stormwater drainage facilities; and

WHEREAS, Procurement concurs 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 enter into an agreement with Hull Property Group, LLC, in the amount of ONE HUNDRED SIXTY THOUSAND, FIVE HUNDRED FIFTY-SIX DOLLARS AND NINETY-SIX CENTS (\$160,556.96) for project management services in overseeing the repairs to the damaged stormwater drainage facilities at the Property, with such agreement to be in a form to be approved of by the County Attorney, and with associated costs to be paid from the Facilities Maintenance Account No. 100.1565.1022.531200.009.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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 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, including, but not limited to, the authority to execute any amendments arising from the original scope of work, provided that such amendments comply with the requirements of Chapter 4 of Title 32 of the Official Code of Georgia, notwithstanding the provisions of Macon-Bibb County Code of Ordinances Sec. 19-5.8.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

J:\RES MACON-BIBB\2026 Miller Authorizing PM Agreement with Hull for 3661 Eisenhower Stormwater Repairs - \$160556.96 - 1-16-26.docx

EXHIBIT A

EXHIBIT A – SCOPE OF WORK

Phase 1 (Days 1–6) – Retained Parcel | HPG

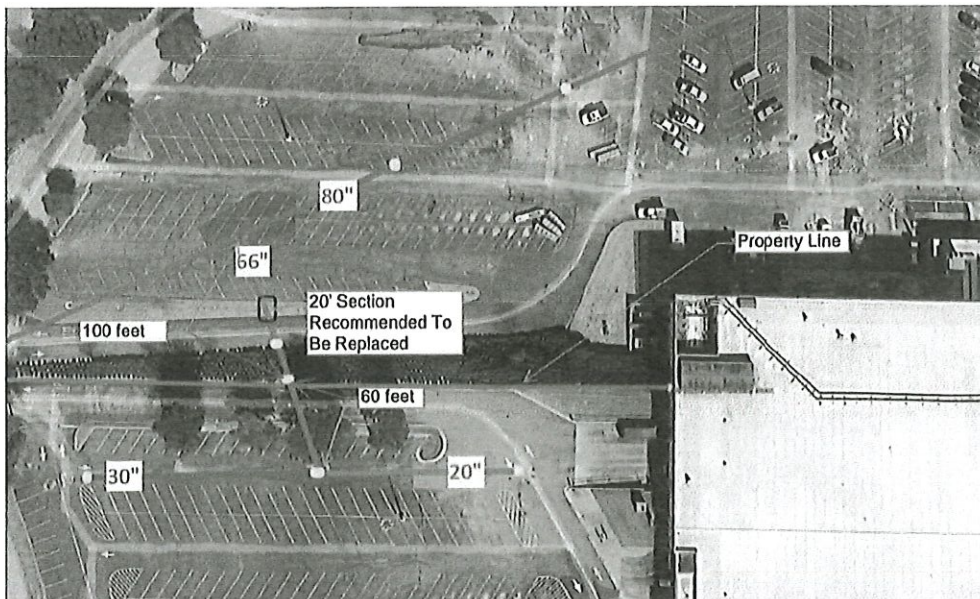
- Mobilization, site setup, asphalt saw cutting of 30'x20'x25' area, surface preparation, and initial demolition.
- Excavation and exposure of existing pipe; installation of trench box for safety.
- Removal and replacement of 20'–66" and 16'–20" pipe sections; grading, trench and bedding preparation (GAB stone); setting final bottom grades.
- Installation of new 36", 20", and 60" CMP storm pipes.
- Completion of pipe installation, tie-ins, compaction, and restoration around newly installed pipe sections.

Phase 2 (Days 7–10) – Donation 1 Parcel | UDA

- Additional saw cutting of 20'x20'x25' area; demolition and excavation to expose remaining existing 66" pipe.
- Removal of 20' of 66" pipe; trench and bedding preparation; grading.
- Installation of new 20' of 60" pipe, with mortar packing and concrete capping to restore integrity.
- Final backfill and preparation for roadway finish.

Final Work (Days 11–15) – Donation 1 & Retained Parcel

- Asphalt paving, compaction, and roadway restoration.
- Striping, site cleanup, and final handoff.
- Full pipe lining (100' Macon-Bibb section), including chemical grout, test sections, curing, and final inspection.
- Pipe lining (60' HPG retained parcel side), including chemical grout, testing, curing, and final inspection.





LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFORD BUILDERS & CONSULTANTS, INC. FOR THE RENOVATION OF CODE ENFORCEMENT OFFICES AT CITY HALL, IN THE AMOUNT OF \$557,260.00, TO BE PAID FROM PUBLIC SAFETY AND CAPITAL IMPROVEMENT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County intends to renovate the 2nd floor former detective bureau office at City Hall for the purpose of housing Code Enforcement offices; and

WHEREAS, accordingly, in order to select a contractor for these improvements, Invitations for Bids (IFB) No. 26-020-LH was published on October 28, 2025, advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, according to the Georgia Procurement Registry, nine thousand three hundred twenty-two (9,322) vendors were notified of the IFB, of whom three hundred seventy-eight (378) self-identified as African American, six (6) self-identified as Asian American, seventy-eight (78) self-identified as Native American, seventy-two (72) self-identified as Hispanic/Latino, and six (6) self-identified as Pacific Islander American; and

WHEREAS, on the published due date of December 4, 2025, six (6) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, after review of the bids, Stafford Builders & Consultants, Inc., whose bid was the lowest responsive and responsible submission, has been recommended for award of the renovation agreement; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Stafford Builders & Consultants, Inc. for the renovation of Code Enforcement offices at City Hall, in the amount of \$557,260.00; 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 with Stafford Builders & Consultants, Inc., in the amount of \$557,260.00, for the renovation of Code Enforcement offices at City Hall to be paid from the Capital Improvements Fund – Code Enforcement – Building & Building Improvements line item and the Sponsored Programs – Speed Cameras – Contract Labor – Contractual Services line item, in a form to be approved by the County Attorney’s Office.

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 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 in the event scrivener’s errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

*Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with Stafford for Code Enforcement Reno - \$557,250.00
1-16-26.docx*



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOE Y HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LLF LANDSCAPE ARCHITECTURE IN THE AMOUNT OF \$82,050.00, FOR THE PROVISION OF PROJECT MANAGEMENT AND LANDSCAPE ARCHITECTURAL DESIGN SERVICES, PAYABLE FROM 2025 SPLOST FUNDS - ROADS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County and the Macon-Bibb County Urban Development Authority (“UDA”) desire to partner on improvements along Third Street between its intersection with Walnut Street and its intersection with Plum Street to improve walkability and overall curb appeal of downtown Macon; and

WHEREAS, pursuant to Section 19-10(b) of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to approve the hiring of professional consultants, such as engineers, without going through the competitive procurement process; and

WHEREAS, to perform the desired improvements, a preliminary step is the engineering design to develop design drawings; and

WHEREAS, on December 16, 2026, in Resolution R-25-0210, the Macon-Bibb County Commission authorized the Mayor to enter into an agreement with Hodges Harbin Newberry & Tribble, Inc., for roadway and sidewalk design services for this project; and

WHEREAS, additional project management and landscape architectural designs are required for this project; and

WHEREAS, the Macon-Bibb County Commission desires to hire LLF Landscape Architecture, LLC d/b/a Oak Haven Studio (“Oak Haven”) to provide project management and landscape architectural design services for the project, with such services more readily shown on the attached Exhibit A, incorporated herein by reference; and

WHEREAS, Oak Haven is an engineering firm maintaining an office in Macon, Georgia, with the professional qualifications and experience necessary to perform the required design services; and

WHEREAS, the SPLOST Coordinator and Urban Development Authority agree and approve of Oak Haven to perform these services; and

WHEREAS, Procurement concurs 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 so resolved by the authority of same that the Mayor is authorized to execute a professional services agreement LLF Landscape Architecture, LLC, d/b/a Oak Haven Studio in a total amount of EIGHTY-TWO THOUSAND, FIFTY DOLLARS AND 00/100 CENTS (\$82,050.00), for the provision of project management and landscape architectural design services, as shown in Exhibit A, with such professional services agreement to be in a form to be approved of by the County Attorney, with associated costs to be paid from 2025 SPLOST funds - Roads.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

J:\RES MACON-BIBB\2026 Miller Authorizing Agreement with Oak Haven Studio - Third Street Improvements - \$82,050.00 - SPLOST - 1-15-26.docx

EXHIBIT A



November 10, 2025

**Proposal for Design Services:
Third Street Improvements - Concept Design**

PROJECT SCOPE DESCRIPTION

LLF Landscape Architecture LLC doing business as Oak Haven Studio will provide conceptual landscape architectural and project management services for the Third Street Improvements project located in the downtown Macon, Ga. The project will extend along both sides of Third Street between Walnut Street and Plum Street. The project scope will include the removal of a driving lane and moving the curb over to accommodate a larger sidewalk on both sides (not including the median). Please see the attached aerial photo of the project area attached to the proposal. The streetscape design will include things like tree planters, benches, trash cans, streetlights, and bike racks.

TASKS AND DELIVERABLES

- Meeting with key stakeholders including the Urban Development Authority, traffic engineering, downtown businesses, building owners, and residents.
- Organizing the concept design team including survey provided by SAM, underground utility locate by RHD, and 8 perspective visualizations for the concept provided by DB Ink.
- Creating a conceptual plan with several options to review and choose a final plan.
- Compose boards with the conceptual plan and visualizations for use in engaging with downtown businesses, building owners, and residents.

FEE PROPOSAL

Landscape Architectural and Project Management Services	\$21,000
Visualization services by DB Ink	\$11,850
Survey by SAM	\$35,700
Underground Utility Locate by RHD	\$13,500
TOTAL	\$82,050

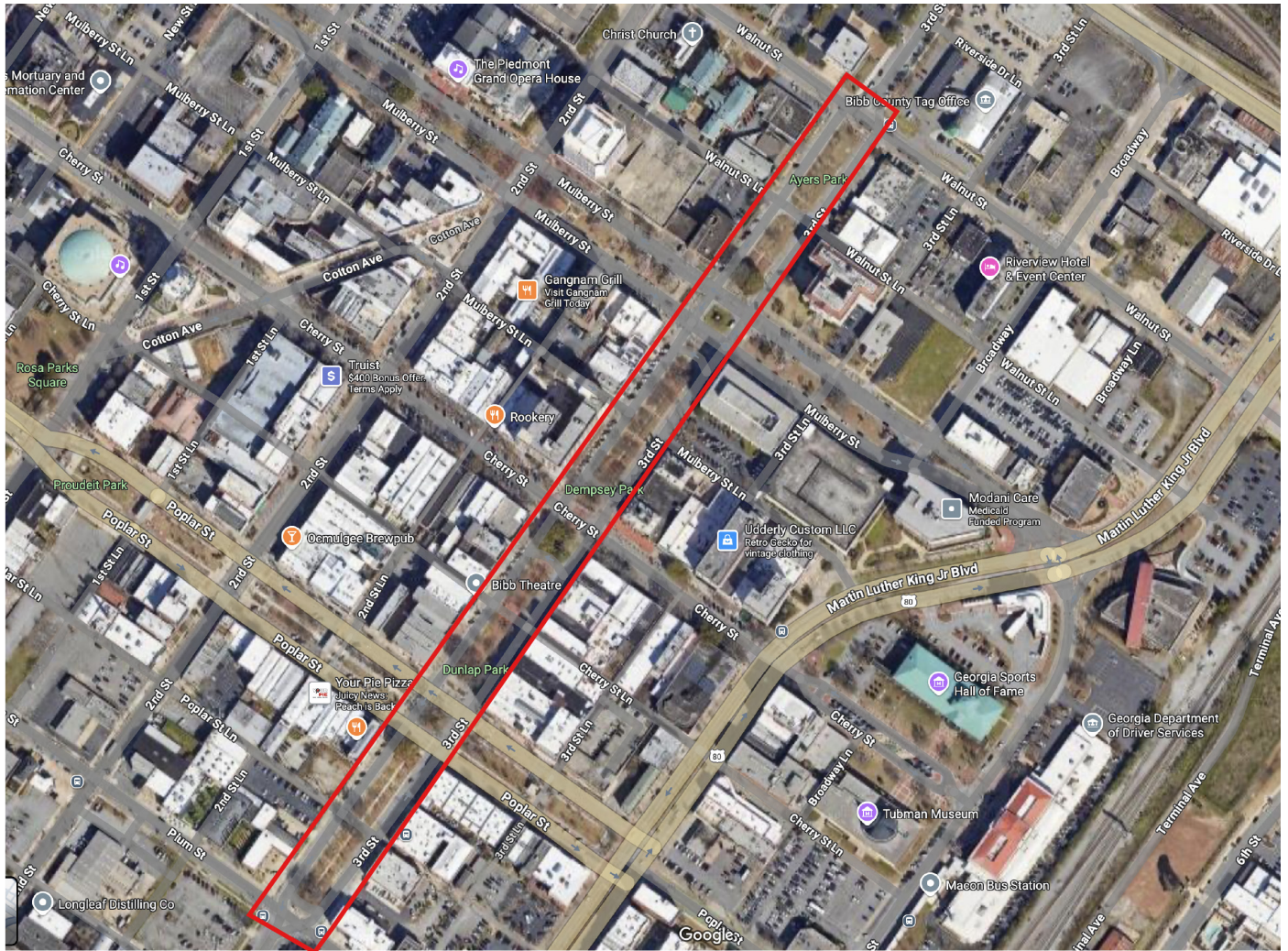


PROPOSAL ASSUMPTIONS AND EXCLUSIONS

- The proposal assumes the project will be completed in 2025-2026. Any significant alterations to this schedule may result in additional consultant fees to be negotiated.
- The plans provided will be to a conceptual level only. Although the plans provided will be feasible and consider existing conditions informed by the survey, no construction ready plans or documents are included in this proposal.
- No services are provided for Geotechnical Engineering or materials testing during construction.
- No services are provided for hydrology study.
- No services are provided for irrigation plans, details, or specifications.
- We assume no as-built drawings are required for the project. If these services are needed a proposal will be written to include these additional services.
- No arborist services are provided.
- No services for Civil Engineering are provided in this proposal.
- Copies larger than 11x17, boards, or posters are not included in the proposal. If boards and posters are requested, they will be billed as reimbursable for the cost of the printing and materials.

Sincerely,

Laurie L. Fickling, PLA



986 Cole Street
Macon, GA 31201
478-747-0250
Lauriefickling@gmail.com



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

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 2026, IN A TOTAL AMOUNT OF \$78,980.00, WITH LOCAL MATCH FUND REQUIREMENTS HAVING BEEN WAIVED FOR THIS GRANT CYCLE, TO THE BIBB COUNTY SOLICITOR GENERAL’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 from the Federal Fiscal Year 2026 Victims of Crime Act (“VOCA”) funding; 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’s Office has applied for a VOCA Continuation Award and has been awarded a total amount of \$78,980.00 for federal fiscal year 2026; and

WHEREAS, the local match requirement for this allocation has been waived for the 2026 federal fiscal year; and

WHEREAS, a copy of the grant award notification and the grant terms and conditions have been attached hereto as Exhibit A for review and reference purposes and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Bibb County Solicitor General’s Office; 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 accept the aforementioned VOCA Continuation Award for the 2026 Federal Fiscal Year, in a total amount of SEVENTY-EIGHT THOUSAND NINE HUNDRED EIGHTY DOLLARS AND 00/100 CENTS (\$78,980.00), with local match fund requirements having been waived for this grant cycle, as provided in 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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Accepting VOCA Grant - Solicitor General \$78,980.00 - 1-9-26.Docx

EXHIBIT A



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

SHERRY BOSTON
Chair
District Attorney
DeKalb Judicial Circuit

WILLIAM A. FINCH
Vice Chair
Solicitor-General
Forsyth County

HERB CRANFORD
Secretary
District Attorney
Coweta Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

TODD HAYES
Solicitor-General
Cherokee County

OMEKA LOGGINS
Solicitor-General
Richmond County

TASHA M. MOSLEY
District Attorney
Clayton Judicial Circuit

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

January 5, 2026

Re: Federal Fiscal Year 2026 VOCA Allocation - October 1, 2025 through September 30, 2026

Dear Bibb Solicitor-General's Office:

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2026 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.

County: **Macon-Bibb**

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

Grant Period: **October 1, 2025 through September 30, 2026**

Allocation 1

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

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

CJCC Sub-Grant Number: **AW-VOCA-25-071-012**

Federal Grant Number: **15POVC-25-GG-00295-ASSI**

CFDA Number: **16.575**

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC via email to Sarai Leonides at sleonides@pacga.org by **February 6, 2026**. If you have any questions, please contact Sarai Leonides at sleonides@pacga.org or (770) 282-6290.

Sincerely,

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

VOCA Activation: Document Submittal Checklist

Federal Fiscal Year 2025-2026

The following items must be submitted with the **Award Package** before any funds are disbursed by PAC. All forms should be returned no later than **February 6, 2026** via e-mail to Sarai Leonides at sleonides@pacga.org. **ONLY MOAs (pgs. 1-10) containing original signatures should be mailed to: Prosecuting Attorneys' Council of Georgia, ATTN: Sarai Leonides, 1590 Adamson Parkway, Fourth Floor, Morrow, GA 30260. Secure, digital, date-stamped signatures will also be accepted on the MOA, in which case it does not need to be mailed.**

- ☐ **MOA(s)** MUST be signed by your County Commission and by your DA/SG; digital signatures must be date stamped
- ☐ **Detailed Budget Worksheet** Budgets have already been submitted as of September 26, 2025. 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.** How to Complete the SCRF: <https://pacga.org/about-pacga/departments/fiscal-services/county-paid-expense-reimbursement-vendor-ach-set-up/>
- ☐ **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**
- ☐ **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 FFY26 VOCA Grant Funds** (send copy of minutes which must include the grant year, award number and your award amount)

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

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: AW-VOCA-25-071-012

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

Initial Grant Period: October 1, 2025 to September 30, 2026

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, 2025 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, 2025	Due: January 15, 2026
Quarter 2	January 1 – March 31, 2026	Due: April 15, 2026
Quarter 3	April 1 – June 30, 2026	Due: July 15, 2026
Quarter 4	July 1 – September 30, 2026	Due: October 15, 2026

(b) Outcome Performance Measurement Surveys (Annual).

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

Annually	Oct. 1, 2025 -Sept. 30, 2026	Due: October 30, 2026

- (2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website:

<https://cjcc.georgia.gov/sasp-grant-overview/reporting>

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than September 26, 2025. 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, 2025	Due: January 15, 2026
Quarter 2	January 1 – March 31, 2026	Due: April 15, 2026
Quarter 3	April 1 – June 30, 2026	Due: July 15, 2026
Quarter 4	July 1 – September 30, 2026	Due: October 15, 2026

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

1. Purpose.

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

2. Authority.

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

3. Scope.

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

4. Definitions.

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

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5. Role of the Council.

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

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

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

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

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

7. Delivery of Services to Victims.

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

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

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

(B) Funded offices may:

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

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

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

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

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

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

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etc.);

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

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

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

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

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

(6) Education/Collaboration:

(A) Funded offices shall have personnel:

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

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

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

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

(7) Prosecutorial Assistance: Funded offices shall:

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

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

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(c) Limited English Proficient Victims.

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

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

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

(d) Equal Opportunity.

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

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

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

- (e) Immigration status.

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

- (f) Victims of Federal Crimes.

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

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(g) Victims of Crimes Committed by Juveniles.

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

8. Use of Volunteers.

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

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

9. Non-Discrimination in Service Provision.

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

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

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

11. Other Required Certifications.

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

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12. Political Activity.

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

13. Equal Employment Opportunity Plan.

Funded offices must meet the requirements of 28 C.F.R. § 42.301 et seq., Equal Employment Opportunity Plans (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.

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(b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.

(c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>

(d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Allowable Costs and Services.

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

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



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Victim Services

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

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

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

16. Other Allowable Costs and Services.

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

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

(1) Skills training for staff -

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

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

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

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

(g) Supplies and Furniture.

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

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

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(3) Examples of allowable costs may include computers, video-tape cameras and players for interviewing children, two-way mirrors, supplies and furniture for shelters, work spaces, victim waiting rooms, and children's play areas. The cost of furniture, supplies such as Braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victim services more accessible to persons with disabilities are allowable.

(4) Title to all equipment and/or supplies purchased with federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.

(h) Advanced Technologies.

(1) At times, computers may increase an applicant's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.

(2) In making such expenditures, the funded office must describe in the project budget how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the funded office's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements and supplies; and how these additional costs will be supported, as maintenance costs cannot be supported with VOCA funds.

(3) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by PACGA.

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(i) Contracts for Professional Services.

(1) VOCA funds will not be used to support contract services except when it is necessary to contract for specialized services. Examples of these services include:

(A) Assistance in filing restraining orders or establishing emergency custody/visitation rights if the funded office can document to PACGA that the office has a demonstrated history of advocacy on behalf of domestic violence victims;

(B) Emergency psychological or psychiatric services; or

(C) Sign and/or interpretation for the hearing impaired or for crime victims whose primary language is not English.

(2) Applicants are prohibited from using VOCA funds for contracted services which contain administrative, overhead, or other indirect costs included in the hourly or daily rate.

(j) Operating Costs - Examples of allowable operating costs include: supplies; equipment use fees, when supported by usage logs; printing; photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the pro-rated share of audit costs.

(k) Supervision of Direct Service Providers - CJCC may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, CJCC may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.



Prosecuting Attorneys' Council of Georgia

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Victim Services

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

17. Motor Vehicle Operations.

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

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18. Reporting Fraud or Criminal Activity Involving Grant Funds.

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

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

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

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

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

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

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20. Compliance with Federal Uniform Guidance and Audit Requirements.

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

21. Access to Records.

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

22. Records & Reports; Use of TRACKER.

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

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

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

23. Prior Approval Required for Certain Contracts or Subcontracts.

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

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

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24. National Environmental Policy Act.

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

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

Special Conditions
2025 VOCA Grant Program Continuation Application
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
AW-VOCA-25-071-012
(October 1, 2025 - September 30, 2026)

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 2025 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>

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

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

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

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3. 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.

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4. Federal grant program requirements, the subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. 42.106(d), 28 C.F.R. 42.405(c), and 28 C.F.R.42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

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5. 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.

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)).

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6. 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))).

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7. 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 _____

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

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9. 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.

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10. 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 _____

11. 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 _____

12. 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.

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13. 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").

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14. 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://www.ojp.gov/funding/Explore/FY25AppropriationsRestrictions.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.

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

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

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

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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16. 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 _____

17. 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 _____

18. 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.

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19. 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.

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20. 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.

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21. 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 _____

22. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice, Investigations Division
ATTN: Grantee Reporting

950 Pennsylvania Avenue, N.W.,
Washington, DC 20530

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

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

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

38. The subgrantee must submit Subgrant Adjustment Request #1 after the agency has been notified the grant is activated. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

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

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

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

Initials _____

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

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

41. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the federal minimum indirect cost rate of 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the federal minimum 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 federal minimum 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 federal minimum indirect cost rate. If the subgrantee cannot use the federal minimum 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 _____

42. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials must contain the following language: "This project is supported by federal award no. 15POVC-25-GG-00295-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council."

Initials _____

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

a. Statistical data describing project performance from programs providing direct victim services must be submitted to CJCC using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October

20. The fourth quarter report, due to CJCC October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.

b. The annual Outcome Performance Measures (OPM) report describing program outcomes reflecting changes regarding clients as a result of services delivered must be based on surveys administered to individual clients.

Each program should include the appropriate performance measures for their respective program types on their client surveys. Programs are required to follow CJCC's Data Collection Guidelines and report via the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs and outcomes may not match since outcomes are collected from clients after a substantial completion of services. The performance report is due October 30th.

Initials _____

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

Initials _____

45. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY 2025 grant period.

Initials _____

46. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY25 grant period.

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

50. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. 43-10A-1, et seq.). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. 43-39-1, et seq.).

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

57. The subgrantee agrees 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 _____

58. 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 _____

59. Employment Verification

1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:

- a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) for any position that is or will be funded (in whole or in part) with award funds.
- b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - i. this award requirement for verification of employment eligibility, and
 - ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Staff involved in the hiring process

- a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

3. Employment eligibility confirmation with E-Verify

a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Initials _____

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

Initials _____

61. 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 _____

62. 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 200.1) 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 _____

63. 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 _____

64. 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 _____

65. 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 _____

66. 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 _____

67. 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 _____

68. 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.

In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Initials _____

69. 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 _____

70. 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 _____

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

Initials _____

72. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>. In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees 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.

In addition, 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. Reasonable steps will include staff attending a virtual 2-hour workshop that equips staff to claim and update its agency's program listings, designating a staff member to become a Find Help Certified Navigator, and adding the Find Help Georgia link to their agency website to improve client access to community resources.

Initials _____

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

and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials _____

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

Authorized Official Signature: _____ Date: _____

Authorized Official Printed Name: _____ Title: _____

District Attorney or Solicitor General Signature: _____ Date: _____

District Attorney or Solicitor General Printed Name: _____ Title: _____

Additional Requirements

1. The Funded Office agrees to comply with all forms, assurances, and certifications related to the VOCA Request for Applications. This includes maintaining a Unique Entity Identifier (UEI), EIN, and active registration with the System for Award Management (SAM).
The County's UEI # is _____
Initials: _____
2. The Funded Office understands and agrees that all grant-funded staff including volunteers and those staff that provide a cash match are required to keep timesheets. Detailed directions on the proper completion of timesheets can be found on the PAC website at: <https://pacga.org/wp-content/uploads/2019/07/VOCA-Timesheets-1.pdf>.
Initials: _____
3. The Funded Office understands and agrees that active investigation and prosecution of criminal activities are expressly unallowable costs. No VOCA funds may be used to pay salaries, benefits or other costs associated with active investigation and prosecution of criminal activities except for the provision of victim assistance services to crime victims during such investigation and prosecution.
Initials: _____
4. The Funded Office agrees to establish and enforce an Internet Security Policy when participants, volunteers, and/or staff have access (supervised or unsupervised) to protect the confidentiality, integrity, and availability of data while preventing malicious and other security threats. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.
Initials: _____
5. The Funded Office understands and agrees that funds under this award are to be used for Personnel only.
Initials: _____

CERTIFICATE OF NON-SUPPLANTING

Federal law requires that grant funds received by the Department of Justice, not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. As the subgrantee and administrator of VOCA funds on behalf of the district attorneys and solicitors-general, PACGA is obligated to ensure that prosecutors' offices do not violate these non-supplanting requirements. This certificate of non-supplanting is to be signed by the recipient Victim-Witness Program's District Attorney or Solicitor General. Although the Prosecuting Attorneys' Council of Georgia may provide guidance on VOCA budgets, and the Criminal Coordinating Council of Georgia may approve VOCA budgets, it is contingent upon the VWAP program receiving federal funds to certify non-supplanting of local funds.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the sub-grantee or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION

The recipient certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated or allocated for the purpose of providing services to victims of crime. The recipient understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

Authorized Official Signature

Date

Authorized Official Printed Name

Title

District Attorney or Solicitor General Signature

Date

District Attorney or Solicitor General Printed Name

Title

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: _____

AGENCY TIN: _____

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 0000

SECTION 1 SUPPLIER IDENTIFICATION

FEI/SSN/TIN

Supplier Name as listed with IRS:

Doing Business As (dba): if applicable

CONTACT INFORMATION (*REQUIRED) Enter the street address, city, state, zip, and county)

☐ *Physical Address:

☐ Mailing Address:

☐ Payment Remit to Address:

Contact's Name (REQUIRED FOR PAYMENT):

Contact's Title:

*Contact's Email Address:

Primary Phone #:

Ext:

Contact's Phone #:

Ext:

☐ Landline ☐ Cell Used for Identity Verification

☐ Landline ☐ Cell Used for Identity Verification

Driver's License #: For individuals only

DL State:

SECTION 2 BANK ACCOUNT INFORMATION Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

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

☐ ACH is not applicable for the change request

☐ 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

Name Exactly as Listed on Bank Account:

Bank Name:

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

SPECIFIC PURPOSE DESCRIPTION

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*
- ☐ GA Resident Business**
- ☐ Not Applicable
- ☐ Women Owned
- ☐ Minority Business Certified

MINORITY BUSINESS ENTERPRISE (51% ownership)

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

VETERANS OWNED SMALL BUSINESS (Check ALL That Apply)

- ☐ Nonveteran Owned Small Business
- ☐ Veteran-owned Small Business
- ☐ Service Disabled VOSB
- ☐ 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.

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

- ☐ 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)

- ☐ Add Additional Address (Enter additional address in Section 1)
- ☐ Change/Correct Existing Address

Enter Addr ID # to change
- ☐ Add/Change Payment Alt Name to an existing or new address

Payment Alt Name:

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

☐ Gov Non-State of GA

☐ HCM

☐ Non-Supplier

☐ Student

☐ Supplier Minority

☐ Supplier Non-minority

☐ FEI/TIN Change☐ Statewide Contract (DOAS Use Only)☐ HCM Vendor☐ Deactivate Supplier Profile (Agency Liaison MUST attach written justification from the supplier with the SCR.)☐ Reactivate Supplier Profile☐ Supplier Name Change☐ 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

BU/Company ID#

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	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. See also *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.

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

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

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

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

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 \$1,000,000 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 \$1,000,000 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 of Next
Scheduled Audit Will Be
Forward to the Council: _____

[Note: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed \$1,000,000 you may write "Not Applicable" in this space.]

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 2025-2026

I. Activation Packages

Deadline: February 6, 2026
Submit: Refer to the Grant Activation Checklist to ensure proper submission

II. Subgrantee Expenditure Reporting Form (SER)

Deadlines: SER #1 January 15, 2026 (for the period covering Oct. 1 – Dec. 31, 2025)
SER #2 April 15, 2026 (for the period covering Jan. 1 – March 31, 2026)
SER #3 July 15, 2026 (for the period covering April 1 – June 30, 2026)
SER #4 October 15, 2026 (for the period covering July 1 – Sept. 30, 2026)

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, 2026 (for the period covering Oct. 1 – Dec. 31, 2025)
VSSR #2 April 15, 2026 (for the period covering Jan. 1 – March 31, 2026)
VSSR #3 July 15, 2026 (for the period covering April 1 – June 30, 2026)
VSSR #4 October 15, 2026 (for the period covering July 1 – Sept. 30, 2026)

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, 2026. 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 2026. 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, 2026 (for the period covering October 1, 2025 to September 30, 2026)

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, 2026
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 staff and their supervisor)
- Advanced Victims Comp (Required for all designated COMP advocates and their supervisor upon completion of Victims Comp 101)

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 VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

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 2026, 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 from the Federal Fiscal Year 2026 Victims of Crime Act (“VOCA”) funding; 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 and has been awarded a total amount of \$86,109.00 for federal fiscal year 2026; and

WHEREAS, the local match requirement for this allocation has been waived for the 2026 federal fiscal year; and

WHEREAS, a copy of the grant award notification and contract documents have been attached hereto as Exhibit A for review and reference purposes and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Macon Judicial Circuit District Attorney’s Office; 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 accept the aforementioned VOCA Continuation Award for the 2026 Federal Fiscal Year, in a total amount of EIGHTY-SIX THOUSAND ONE HUNDRED NINE DOLLARS AND 00/100 CENTS (\$86,109.00), with local match fund requirements having been waived for this grant cycle, as provided in 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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Accepting VOCA Grant - District Attorney \$86,109 - 1-9-26.Docx

EXHIBIT A



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

SHERRY BOSTON
Chair
District Attorney
DeKalb Judicial Circuit

WILLIAM A. FINCH
Vice Chair
Solicitor-General
Forsyth County

HERB CRANFORD
Secretary
District Attorney
Coweta Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

TODD HAYES
Solicitor-General
Cherokee County

OMEKA LOGGINS
Solicitor-General
Richmond County

TASHA M. MOSLEY
District Attorney
Clayton Judicial Circuit

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

January 5, 2026

Re: Federal Fiscal Year 2026 VOCA Allocation - October 1, 2025 through September 30, 2026

Dear Macon Judicial Circuit:

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2026 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.

County: **Macon-Bibb**

Implementing Prosecuting Attorney: **District Attorney Anita Howard**

Grant Period: **October 1, 2025 through September 30, 2026**

Allocation 1

VOCA Federal Funds: **\$86,109**

VOCA Waived Match Funds: **\$21,527**

CJCC Sub-Grant Number: **AW-VOCA-25-071-012**

Federal Grant Number: **15POVC-25-GG-00295-ASSI**

CFDA Number: **16.575**

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC via email to Sarai Leonides at sleonides@pacga.org by **February 6, 2026**. If you have any questions, please contact Sarai Leonides at sleonides@pacga.org or (770) 282-6290.

Sincerely,

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

VOCA Activation: Document Submittal Checklist

Federal Fiscal Year 2025-2026

The following items must be submitted with the **Award Package** before any funds are disbursed by PAC. All forms should be returned no later than **February 6, 2026** via e-mail to Sarai Leonides at sleonides@pacga.org. **ONLY MOAs (pgs. 1-10) containing original signatures should be mailed to: Prosecuting Attorneys' Council of Georgia, ATTN: Sarai Leonides, 1590 Adamson Parkway, Fourth Floor, Morrow, GA 30260. Secure, digital, date-stamped signatures will also be accepted on the MOA, in which case it does not need to be mailed.**

- ☐ **MOA(s)** MUST be signed by your County Commission and by your DA/SG; digital signatures must be date stamped
- ☐ **Detailed Budget Worksheet** Budgets have already been submitted as of September 26, 2025. 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.** How to Complete the SCRF: <https://pacga.org/about-pacga/departments/fiscal-services/county-paid-expense-reimbursement-vendor-ach-set-up/>
- ☐ **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**
- ☐ **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 FFY26 VOCA Grant Funds** (send copy of minutes which must include the grant year, award number and your award amount)

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

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: AW-VOCA-25-071-012

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

Initial Grant Period: October 1, 2025 to September 30, 2026

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, 2025 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 (USDOD) 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, 2025	Due: January 15, 2026
Quarter 2	January 1 – March 31, 2026	Due: April 15, 2026
Quarter 3	April 1 – June 30, 2026	Due: July 15, 2026
Quarter 4	July 1 – September 30, 2026	Due: October 15, 2026

(b) Outcome Performance Measurement Surveys (Annual).

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

Annually	Oct. 1, 2025 -Sept. 30, 2026	Due: October 30, 2026

- (2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website:

<https://cjcc.georgia.gov/sasp-grant-overview/reporting>

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than September 26, 2025. 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, 2025	Due: January 15, 2026
Quarter 2	January 1 – March 31, 2026	Due: April 15, 2026
Quarter 3	April 1 – June 30, 2026	Due: July 15, 2026
Quarter 4	July 1 – September 30, 2026	Due: October 15, 2026

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

1. Purpose.

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

2. Authority.

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

3. Scope.

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

4. Definitions.

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

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5. Role of the Council.

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

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

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

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

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

7. Delivery of Services to Victims.

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

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

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

(B) Funded offices may:

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

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

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

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

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

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

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etc.);

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

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

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

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

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

(6) Education/Collaboration:

(A) Funded offices shall have personnel:

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

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

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

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

(7) Prosecutorial Assistance: Funded offices shall:

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

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

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(c) Limited English Proficient Victims.

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

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

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

(d) Equal Opportunity.

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

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

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

- (e) Immigration status.

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

- (f) Victims of Federal Crimes.

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

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(g) Victims of Crimes Committed by Juveniles.

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

8. Use of Volunteers.

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

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

9. Non-Discrimination in Service Provision.

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

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

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

11. Other Required Certifications.

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

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12. Political Activity.

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

13. Equal Employment Opportunity Plan.

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

14. Training of Personnel.

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

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(b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.

(c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>

(d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Allowable Costs and Services.

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

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



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Victim Services

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

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

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

16. Other Allowable Costs and Services.

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

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

(1) Skills training for staff -

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

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

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

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

(g) Supplies and Furniture.

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

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

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(3) Examples of allowable costs may include computers, video-tape cameras and players for interviewing children, two-way mirrors, supplies and furniture for shelters, work spaces, victim waiting rooms, and children's play areas. The cost of furniture, supplies such as Braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victim services more accessible to persons with disabilities are allowable.

(4) Title to all equipment and/or supplies purchased with federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.

(h) Advanced Technologies.

(1) At times, computers may increase an applicant's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.

(2) In making such expenditures, the funded office must describe in the project budget how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the funded office's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements and supplies; and how these additional costs will be supported, as maintenance costs cannot be supported with VOCA funds.

(3) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by PACGA.

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(i) Contracts for Professional Services.

(1) VOCA funds will not be used to support contract services except when it is necessary to contract for specialized services. Examples of these services include:

(A) Assistance in filing restraining orders or establishing emergency custody/visitation rights if the funded office can document to PACGA that the office has a demonstrated history of advocacy on behalf of domestic violence victims;

(B) Emergency psychological or psychiatric services; or

(C) Sign and/or interpretation for the hearing impaired or for crime victims whose primary language is not English.

(2) Applicants are prohibited from using VOCA funds for contracted services which contain administrative, overhead, or other indirect costs included in the hourly or daily rate.

(j) Operating Costs - Examples of allowable operating costs include: supplies; equipment use fees, when supported by usage logs; printing; photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the pro-rated share of audit costs.

(k) Supervision of Direct Service Providers - CJCC may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, CJCC may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.



Prosecuting Attorneys' Council of Georgia

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Victim Services

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

17. Motor Vehicle Operations.

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

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18. Reporting Fraud or Criminal Activity Involving Grant Funds.

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

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

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

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

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

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

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20. Compliance with Federal Uniform Guidance and Audit Requirements.

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

21. Access to Records.

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

22. Records & Reports; Use of TRACKER.

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

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

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

23. Prior Approval Required for Certain Contracts or Subcontracts.

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

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

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24. National Environmental Policy Act.

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

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

Special Conditions
2025 VOCA Grant Program Continuation Application
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
AW-VOCA-25-071-012
(October 1, 2025 - September 30, 2026)

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 2025 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>

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

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

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

Initials _____

3. 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 _____

4. Federal grant program requirements, the subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. 42.106(d), 28 C.F.R. 42.405(c), and 28 C.F.R.42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Initials _____

5. 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.

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 _____

6. 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 _____

7. 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 _____

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

Initials _____

9. 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.

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10. 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 _____

11. 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 _____

12. 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 _____

13. 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 _____

14. 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://www.ojp.gov/funding/Explore/FY25AppropriationsRestrictions.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 _____

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

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

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

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials _____

16. 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 _____

17. 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 _____

18. 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 _____

19. 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 _____

20. 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 _____

21. 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 _____

22. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice, Investigations Division
ATTN: Grantee Reporting

950 Pennsylvania Avenue, N.W.,
Washington, DC 20530

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

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

38. The subgrantee must submit Subgrant Adjustment Request #1 after the agency has been notified the grant is activated. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

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

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

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

Initials _____

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

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

41. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the federal indirect cost rate of 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the federal 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 federal indirect cost 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 federal indirect cost rate. If the subgrantee cannot use the federal indirect cost rate 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 _____

42. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials must contain the following language: "This project is supported by federal award no. 15POVC-25-GG-00295-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council."

Initials _____

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

a. Statistical data describing project performance from programs providing direct victim services must be submitted to CJCC using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20.

20. The fourth quarter report, due to CJCC October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.

b. The annual Outcome Performance Measures (OPM) report describing program outcomes reflecting changes regarding clients as a result of services delivered must be based on surveys administered to individual clients.

Each program should include the appropriate performance measures for their respective program types on their client surveys. Programs are required to follow CJCC's Data Collection Guidelines and report via the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs and outcomes may not match since outcomes are collected from clients after a substantial completion of services. The performance report is due October 30th.

Initials _____

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

Initials _____

45. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY 2025 grant period.

Initials _____

46. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY25 grant period.

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

50. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. 43-10A-1, et seq.). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. 43-39-1, et seq.).

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

57. The subgrantee agrees 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 _____

58. 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 _____

59. Employment Verification

1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:

- a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) for any position that is or will be funded (in whole or in part) with award funds.
- b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - i. this award requirement for verification of employment eligibility, and
 - ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Staff involved in the hiring process

- a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

3. Employment eligibility confirmation with E-Verify

a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Initials _____

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

Initials _____

61. 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 _____

62. 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 200.1) 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 _____

63. 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 _____

64. 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 _____

65. 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 _____

66. 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 _____

67. 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 _____

68. 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.

In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Initials _____

69. 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 _____

70. 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 _____

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

Initials _____

72. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>. In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees 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.

In addition, 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. Reasonable steps will include staff attending a virtual 2-hour workshop that equips staff to claim and update its agency's program listings, designating a staff member to become a Find Help Certified Navigator, and adding the Find Help Georgia link to their agency website to improve client access to community resources.

Initials _____

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

and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials _____

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

Authorized Official Signature: _____ Date: _____

Authorized Official Printed Name: _____ Title: _____

District Attorney or Solicitor General Signature: _____ Date: _____

District Attorney or Solicitor General Printed Name: _____ Title: _____

Additional Requirements

1. The Funded Office agrees to comply with all forms, assurances, and certifications related to the VOCA Request for Applications. This includes maintaining a Unique Entity Identifier (UEI), EIN, and active registration with the System for Award Management (SAM).
The County's UEI # is _____
Initials: _____
2. The Funded Office understands and agrees that all grant-funded staff including volunteers and those staff that provide a cash match are required to keep timesheets. Detailed directions on the proper completion of timesheets can be found on the PAC website at: <https://pacga.org/wp-content/uploads/2019/07/VOCA-Timesheets-1.pdf>.
Initials: _____
3. The Funded Office understands and agrees that active investigation and prosecution of criminal activities are expressly unallowable costs. No VOCA funds may be used to pay salaries, benefits or other costs associated with active investigation and prosecution of criminal activities except for the provision of victim assistance services to crime victims during such investigation and prosecution.
Initials: _____
4. The Funded Office agrees to establish and enforce an Internet Security Policy when participants, volunteers, and/or staff have access (supervised or unsupervised) to protect the confidentiality, integrity, and availability of data while preventing malicious and other security threats. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.
Initials: _____
5. The Funded Office understands and agrees that funds under this award are to be used for Personnel only.
Initials: _____

CERTIFICATE OF NON-SUPPLANTING

Federal law requires that grant funds received by the Department of Justice, not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. As the subgrantee and administrator of VOCA funds on behalf of the district attorneys and solicitors-general, PACGA is obligated to ensure that prosecutors' offices do not violate these non-supplanting requirements. This certificate of non-supplanting is to be signed by the recipient Victim-Witness Program's District Attorney or Solicitor General. Although the Prosecuting Attorneys' Council of Georgia may provide guidance on VOCA budgets, and the Criminal Coordinating Council of Georgia may approve VOCA budgets, it is contingent upon the VWAP program receiving federal funds to certify non-supplanting of local funds.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the sub-grantee or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION

The recipient certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated or allocated for the purpose of providing services to victims of crime. The recipient understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

Authorized Official Signature

Date

Authorized Official Printed Name

Title

District Attorney or Solicitor General Signature

Date

District Attorney or Solicitor General Printed Name

Title

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: _____

AGENCY TIN: _____

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 0000

SECTION 1 SUPPLIER IDENTIFICATION

FEI/SSN/TIN

Supplier Name as listed with IRS:

Doing Business As (dba): if applicable

CONTACT INFORMATION (*REQUIRED) Enter the street address, city, state, zip, and county)

☐ *Physical Address:

☐ Mailing Address:

☐ Payment Remit to Address:

Contact's Name (REQUIRED FOR PAYMENT):

Contact's Title:

*Contact's Email Address:

Primary Phone #:

Ext:

Contact's Phone #:

Ext:

☐ Landline ☐ Cell Used for Identity Verification

☐ Landline ☐ Cell Used for Identity Verification

Driver's License #: For individuals only

DL State:

SECTION 2 BANK ACCOUNT INFORMATION Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

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

☐ ACH is not applicable for the change request

☐ 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

Name Exactly as Listed on Bank Account:

Bank Name:

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

SPECIFIC PURPOSE DESCRIPTION

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*
- ☐ GA Resident Business**
- ☐ Not Applicable
- ☐ Women Owned
- ☐ Minority Business Certified

MINORITY BUSINESS ENTERPRISE (51% ownership)

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

VETERANS OWNED SMALL BUSINESS (Check ALL That Apply)

- ☐ Nonveteran Owned Small Business
- ☐ Veteran-owned Small Business
- ☐ Service Disabled VOSB
- ☐ 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.

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

- ☐ 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)

- ☐ Add Additional Address (Enter additional address in Section 1)
- ☐ Change/Correct Existing Address

Enter Addr ID # to change
- ☐ Add/Change Payment Alt Name to an existing or new address

Payment Alt Name:

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

☐ Gov Non-State of GA

☐ HCM

☐ Non-Supplier

☐ Student

☐ Supplier Minority

☐ Supplier Non-minority
- ☐ FEI/TIN Change
- ☐ Statewide Contract (DOAS Use Only)
- ☐ HCM Vendor
- ☐ Deactivate Supplier Profile (Agency Liaison MUST attach written justification from the supplier with the SCR.)
- ☐ Reactivate Supplier Profile
- ☐ Supplier Name Change
- ☐ 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

BU/Company ID#

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	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. See also *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.

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

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

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

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

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 \$1,000,000 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 \$1,000,000 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 of Next
Scheduled Audit Will Be
Forward to the Council: _____

[Note: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed \$1,000,000 you may write "Not Applicable" in this space.]

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 2025-2026

I. Activation Packages

Deadline: February 6, 2026

Submit: Refer to the Grant Activation Checklist to ensure proper submission

II. Subgrantee Expenditure Reporting Form (SER)

Deadlines: SER #1 January 15, 2026 (for the period covering Oct. 1 – Dec. 31, 2025)

SER #2 April 15, 2026 (for the period covering Jan. 1 – March 31, 2026)

SER #3 July 15, 2026 (for the period covering April 1 – June 30, 2026)

SER #4 October 15, 2026 (for the period covering July 1 – Sept. 30, 2026)

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, 2026 (for the period covering Oct. 1 – Dec. 31, 2025)

VSSR #2 April 15, 2026 (for the period covering Jan. 1 – March 31, 2026)

VSSR #3 July 15, 2026 (for the period covering April 1 – June 30, 2026)

VSSR #4 October 15, 2026 (for the period covering July 1 – Sept. 30, 2026)

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, 2026. 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 2026. 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, 2026 (for the period covering October 1, 2025 to September 30, 2026)

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, 2026

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 staff and their supervisor)
- Advanced Victims Comp (Required for all designated COMP advocates and their supervisor upon completion of Victims Comp 101)

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 VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL VICTIMS OF CRIME ACT (“VOCA”) VICTIM WITNESS ASSISTANCE PROGRAM (“VWAP”) GRANT FOR FEDERAL FISCAL YEAR 2025, IN THE AMOUNT OF \$41,514.00, WITH NO LOCAL MATCH REQUIRED, TO THE BIBB COUNTY SOLICITOR GENERAL’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 from Federal Fiscal Year 2025 Victims of Crime Act (“VOCA”) Victim Witness Assistance Program (“VWAP”) funding; and

WHEREAS, the VOCA VWAP 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 has been awarded a VOCA VWAP grant for the 2025 Federal Fiscal Year in the amount of \$41,514.00 to be used to fund personnel costs and supplies; and

WHEREAS, there is no local match required for this grant funding; and

WHEREAS, a copy of the grant award notification and contract documents have been attached hereto as Exhibit A for review and reference purposes and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Office of the Solicitor General; 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 accept a Victims of Crime Act Victim Witness Assistance Program grant on behalf of the Bibb County Solicitor General's Office, in the amount of FORTY-ONE THOUSAND FIVE HUNDRED FOURTEEN DOLLARS AND 00/100 CENTS (\$41,514.00), with no local match required, as provided in 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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Accepting VOCA VWAP Grant - Solicitor General \$41,514 -1-7-2026.Docx

EXHIBIT A

GRANT AWARD

CRIMINAL JUSTICE COORDINATING COUNCIL

2025 VOCA Grant Program Continuation Application

SUBAWARDEE: Bibb County Commissioners CFDA NUMBER: 16.575

Employer Identification Number (EIN): 46-3992371

SUBAWARD NUMBER: AW-VOCA-25-388-152

IMPLEMENTING AGENCY:

Bibb County Commissioners

SUBGRANT PERIOD:

10/01/2025 - 09/30/2026

PROJECT TYPE:

Victim Witness Assistance Program (VWAP) – Prosecution

SUB AWARD AMOUNT:

\$41,514.00

AWARD NUMBER:

15POVC-24-GG-00631-ASSI

MATCHING FUNDS:

AWARD PERIOD:

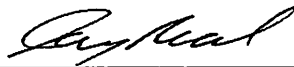
10/01/2023 - 09/30/2027

TOTAL FUNDS: \$41,514.00

This subgrant award is hereby made in the amount and for the period shown above for a grant under the {Victims of Crime Act of 1984, Title II, of Public Law 98-473}. The award is made in accordance with the plan set forth in the application of the subgrantee and subject to any attached special conditions. The subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the {Victims of Crime Act}. This subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

Reimbursement/Payment Frequency:

Agency Approval



Jay Neal, Director
Criminal Justice Coordinating

Date

12/15/2025

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____

Budget Summary

TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	Budget Total	Grant	Match - Cash	Match - In - Kind
PERSONNEL	\$21,114.12	\$21,114.12	\$0.00	\$0.00
EMPLOYEE BENEFITS	\$5,014.88	\$5,014.88	\$	\$
TRAVEL (INCLUDING TRAINING)	\$2,424.00	\$2,424.00	\$	\$
EQUIPMENT	\$	\$	\$	\$
SUPPLIES	\$11,481.00	\$11,481.00	\$	\$
CONSULTANTS AND CONTRACTORS	\$	\$	\$	\$
OTHER	\$1,480.00	\$1,480.00	\$	\$
TOTAL DIRECT COSTS	\$41,514.00	\$41,514.00	\$0.00	\$0.00
INDIRECT COSTS	\$0.00			
TOTAL	\$41,514.00	\$41,514.00	\$0.00	\$0.00

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENTAGES
GRANT	\$41,514.00	100.00%
MATCH	\$0.00	0.00%
Cash	\$0.00	0.00%
In-Kind	\$0.00	0.00%
TOTAL	\$41,514.00	100%

Approved Award Amount:

\$41,514.00

Approved Match:

TOTAL:

\$41,514.00

Match Requirement (cash and/or in-kind)

Automatically calculated based on the awards match requirement (if applicable)

0.00%

\$0.00

Match waiver needed? *

Special Conditions
2025 VOCA Grant Program Continuation Application
Bibb County Commissioners
AW-VOCA-25-388-152

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 2024 award.

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

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

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

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

Initials

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

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

Initials

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

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

Initials

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

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

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

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

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

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

Initials

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

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

Initials

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

staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the clients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613; O.C.G.A 17-5-100(f))).

Initials

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

Initials

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

Initials

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

Initials

11. The subgrantee understands and agrees that CJCC may withhold award funds or impose other related requirements if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award) or other outstanding issues that arise in connection with audits, investigations, or reviews of other awards. The CFDA number for this grant program is 16.575.

Initials

12. If any changes occur in the subgrantee's lobbying status or activities a revised Disclosure of Lobbying Activities Form must be submitted to CJCC. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government without the express prior written approval of OJP.

Initials

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

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

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

Initials

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

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

Initials

15. The subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.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

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

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

i. (1). it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials

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

Initials

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

Initials

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

Initials

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

Initials

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

Initials

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

Initials

23. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice, Investigations Division
ATTN: Grantee Reporting
950 Pennsylvania Avenue, N.W.,
Washington, DC 20530

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

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

Initials

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

Initials

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

Initials

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

Initials

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

Initials

28. 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

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

Initials

30. 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

31. 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

32. 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

33. 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

34. 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

35. 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

36. 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

37. 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

38. 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

39. 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

40. 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

41. 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

42. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time

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

Initials

43. 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-24-GG-00631-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

44. 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

45. 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

46. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY 2024 grant period.

Initials

47. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY24 grant period.

Initials

48. 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

49. 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

50. 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

51. 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

52. 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

53. 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

54. 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

55. 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

56. 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

57. 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

58. 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

59. 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

60. Employment Verification

1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:

a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) for any position that is or will be funded (in whole or in part) with award funds.

b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

i. this award requirement for verification of employment eligibility, and

ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Staff involved in the hiring process

a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

3. Employment eligibility confirmation with E-Verify

a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Initials

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

Initials

62. 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

63. 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 200.1) 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

64. 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

65. 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

66. 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

67. 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

68. 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

69. 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

70. 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

71. 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

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

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to 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

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

Initials

74. 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

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

and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials

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

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

CIVIL RIGHTS REQUIREMENTS

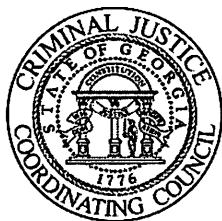
Generally, employees and beneficiaries of agencies or organizations that receive federal funding are protected by civil rights laws. These laws prohibit certain types of discrimination in employment practices and in delivery of services. Please list the contact information of the person responsible for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

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

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 \$1,000,000 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 \$1,000,000 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 of Next
Scheduled Audit Will Be
Forward to the Council: _____

[Note: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed \$1,000,000 you may write "Not Applicable" in this space.]

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: _____

AGENCY NAME: _____

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

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

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

- ☐ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below.
A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT
TELEPHONE NUMBER: _____

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

- ☐ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL VICTIMS OF CRIME ACT (“VOCA”) VICTIM WITNESS ASSISTANCE PROGRAM (“VWAP”) GRANT FOR FEDERAL FISCAL YEAR 2025, IN THE AMOUNT OF \$93,350.00, WITH NO LOCAL MATCH REQUIRED, 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 2025 Victims of Crime Act (“VOCA”) Victim Witness Assistance Program (“VWAP”) funding; and

WHEREAS, the VOCA VWAP 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 and has been award a VOCA VWAP subgrant for the 2025 Federal Fiscal Year in the amount of \$93,350.00 to be used to fund personnel costs; and

WHEREAS, there is no local match required for this grant funding; and

WHEREAS, a copy of the grant award notification and contract documents have been attached hereto as Exhibit A for review and reference purposes and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Macon Judicial Circuit District Attorney’s Office; 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 accept a Victims of Crime Act Victim Witness Assistance Program grant on behalf of the Macon Judicial Circuit District Attorney's Office, in the amount of NINETY-THREE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$93,350.00), with no local match required, as provided in 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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Accepting VOCA VWAP Grant - District Attorney \$93,350 - 1-7-2026.Docx

EXHIBIT A

GRANT AWARD

CRIMINAL JUSTICE COORDINATING COUNCIL

2025 VOCA Grant Program Continuation Application

SUBAWARDEE:	Macon-Bibb County	CFDA NUMBER:	16.575
Employer Identification Number (EIN):	463992371	SUBAWARD NUMBER:	AW-VOCA-25-382-151
IMPLEMENTING AGENCY:	Macon-Bibb County Government	SUBGRANT PERIOD:	10/01/2025 - 09/30/2026
PROJECT TYPE:	Victim Witness Assistance Program (VWAP) – Prosecution	SUB AWARD AMOUNT:	\$93,350.00
AWARD NUMBER:	15POVC-24-GG-00631-ASSI	MATCHING FUNDS:	\$0.00
AWARD PERIOD:	10/01/2023 - 09/30/2027	TOTAL FUNDS:	\$93,350.00

This subgrant award is hereby made in the amount and for the period shown above for a grant under the {Victims of Crime Act of 1984, Title II, of Public Law 98-473}. The award is made in accordance with the plan set forth in the application of the subgrantee and subject to any attached special conditions. The subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the {Victims of Crime Act}. This subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

Reimbursement/Payment
Frequency:

Agency Approval



Jay Neal, Director
Criminal Justice Coordinating

Date

12/15/2025

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____

Budget Summary

TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	Budget Total	Grant	Match - Cash	Match - In - Kind
PERSONNEL	\$66,056.00	\$66,056.00	\$0.00	\$0.00
EMPLOYEE BENEFITS	\$27,294.00	\$27,294.00	\$	\$
TRAVEL (INCLUDING TRAINING)	\$0.00	\$	\$	\$
EQUIPMENT	\$0.00	\$	\$	\$
SUPPLIES	\$0.00	\$	\$	\$
CONSULTANTS AND CONTRACTORS	\$0.00	\$	\$	\$
OTHER	\$0.00	\$	\$	\$
TOTAL DIRECT COSTS	\$93,350.00	\$93,350.00	\$0.00	\$0.00
INDIRECT COSTS	\$0.00			
TOTAL	\$93,350.00	\$93,350.00	\$0.00	\$0.00

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENTAGES
GRANT	\$93,350.00	100.00%
MATCH	\$0.00	0.00%
Cash	\$0.00	0.00%
In-Kind	\$0.00	0.00%
TOTAL	\$93,350.00	100%

Approved Award Amount:

\$93,350.00

Approved Match:

\$0.00

TOTAL:

\$93,350.00

Match Requirement (cash and/or in-kind)

Automatically calculated based on the awards match requirement (if applicable)

0.00%

\$0.00

Match waiver needed? *

Special Conditions
2025 VOCA Grant Program Continuation Application
Macon-Bibb County
AW-VOCA-25-382-151

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 2024 award.

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

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

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

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

Initials

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

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

Initials

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

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

Initials

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

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

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

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

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

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

Initials

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

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

Initials

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

staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the clients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613; O.C.G.A 17-5-100(f))).

Initials

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

Initials

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

Initials

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

Initials

11. The subgrantee understands and agrees that CJCC may withhold award funds or impose other related requirements if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award) or other outstanding issues that arise in connection with audits, investigations, or reviews of other awards. The CFDA number for this grant program is 16.575.

Initials

12. If any changes occur in the subgrantee's lobbying status or activities a revised Disclosure of Lobbying Activities Form must be submitted to CJCC. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government without the express prior written approval of OJP.

Initials

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

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

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

Initials

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

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

Initials

15. The subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.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

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

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

i. (1). it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials

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

Initials

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

Initials

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

Initials

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

Initials

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

Initials

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

Initials

23. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice, Investigations Division
ATTN: Grantee Reporting
950 Pennsylvania Avenue, N.W.,
Washington, DC 20530

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

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

Initials

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

Initials

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

Initials

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

Initials

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

Initials

28. 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

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

Initials

30. 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

31. 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

32. 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

33. 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

34. 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

35. 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

36. 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

37. 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

38. 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

39. 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

40. 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

41. 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

42. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time

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

Initials

43. 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-24-GG-00631-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

44. 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

45. 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

46. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY 2024 grant period.

Initials

47. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY24 grant period.

Initials

48. 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

49. 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

50. 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

51. 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

52. 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

53. 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

54. 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

55. 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

56. 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

57. 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

58. 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

59. 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

60. Employment Verification

1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:

a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1) for any position that is or will be funded (in whole or in part) with award funds.

b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

i. this award requirement for verification of employment eligibility, and

ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Staff involved in the hiring process

a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

3. Employment eligibility confirmation with E-Verify

a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Initials

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

Initials

62. 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

63. 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 200.1) 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

64. 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

65. 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

66. 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

67. 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

68. 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

69. 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

70. 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

71. 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

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

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to 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

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

Initials

74. 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

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

and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials

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

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

CIVIL RIGHTS REQUIREMENTS

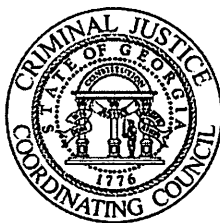
Generally, employees and beneficiaries of agencies or organizations that receive federal funding are protected by civil rights laws. These laws prohibit certain types of discrimination in employment practices and in delivery of services. Please list the contact information of the person responsible for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

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

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 \$1,000,000 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 \$1,000,000 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 of Next
Scheduled Audit Will Be
Forward to the Council: _____

[Note: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed \$1,000,000 you may write "Not Applicable" in this space.]

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: _____

AGENCY NAME: _____

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

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

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

- ☐ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT
TELEPHONE NUMBER: _____

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

- ☐ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A 2026 GEORGIA COUNTY INTERNSHIP PROGRAM ("GCIP") GRANT FROM THE ACCG CIVIC AFFAIRS FOUNDATION, IN THE AMOUNT OF \$3,259.50, WITH A LOCAL MATCH OF \$6,600.00 TO BE PAID FROM THE COUNTY ATTORNEY'S OFFICE BUDGET, FOR THE MACON-BIBB COUNTY ATTORNEY'S OFFICE INTERN PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the County Attorney's Office applied for and has been awarded a Georgia County Internship Program ("GCIP") grant from the Association County Commissioners of Georgia Civic Affairs Foundation in the amount of \$3,259.50, which will be used to reimburse Macon-Bibb County for the cost of one (1) intern's wage; and

WHEREAS, the County Attorney's Office will utilize the grant funds to cover salary, FICA, and worker's compensation for one intern working between May 1, 2026 to September 1, 2026; and

WHEREAS, the County Attorney's Office intends to hire interns from Georgia law schools to assist with legal research and projects; and

WHEREAS, pursuant to the terms of the award, the grant program will reimburse the County for the intern to work up to 200 total hours during the grant period; and

WHEREAS, Macon-Bibb County will be responsible for a local match of \$6,600.00 that will be paid from the County Attorney's Office budget to cover additional wages and other employment costs; and

WHEREAS, a copy of the grant award notification and contract documents have been attached hereto as Exhibit A for review and reference purposes, and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Macon-Bibb County Attorney's Office; 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 hereby authorized to accept the 2026 GCIP grant for the Macon-Bibb County Attorney's Office, in the amount of THREE THOUSAND TWO HUNDRED FIFTY-NINE DOLLARS AND 50/100 CENTS (\$3,259.50) from the ACCG Civic Affairs Foundation, with a local match of \$6,600.00 to be paid from the County Attorney's Office budget, as provided in 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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Accepting Georgia County Internship Program (GCIP) Grant for County Attorney's Office \$3259.50 1-7-26.docx

EXHIBIT A

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Macon-Bibb County (“**COUNTY**”), having its principal office at 700 Poplar Street, Macon, GA 31201. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the **COUNTY’S** governing authority and entry on the **COUNTY’S** minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2026 until September 1, 2026. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3,000.00 for wages per intern, per internship, unless

ACCG Civic Affairs Foundation

the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

The COUNTY may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY'S workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
 - c. **FICA.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.
2. **Additional Compensation for Intern.** The COUNTY may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2026 to September 1, 2026, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The COUNTY shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on-site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the COUNTY shall provide the following information to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") (**Exhibit C**); (3) proof of payment for each

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payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement request (“Reimbursement Request”) (**Exhibit D**); and (5) completed Intern Evaluation Requirements (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 12, 2026 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 1, 2026; intern consent form (“Intern Consent Form”) (Exhibit F); the county and intern information (“Intern and County Information Requirements”) (Exhibit G); and an intern photograph.
- F. Tax Withholdings.** The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:
- 1. The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 - 2. Fair Labor Standards Act**
 - 3. Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

ACCG Civic Affairs Foundation

of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2026.

D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Request
Exhibit E	Intern Evaluation Requirements
Exhibit F	Intern Consent Form
Exhibit G	Intern and County Information Requirements

ACCG Civic Affairs Foundation

COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:

Signature



Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2026

This 16 day of Dec., 2025

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2026, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

ACCG Civic Affairs Foundation

December 22, 2025

Ms. Sherita Jones
700 Poplar Street, P.O. Box 247
Macon, GA 31201

Dear Ms. Jones:

I am pleased to inform you that **Macon-Bibb County** has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2026 summer program in the amount of **\$3,259.50** for the **County Attorney Intern** project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview, and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2026 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Mayor Lester Miller
Keith Moffett
Janice Ross
Michael McNeill

Macon-Bibb County Seasonal County Attorney Internship Application

Grant Category: General GCIP Grant

Grant County: Bibb County

County E-Verify Number: 741651

Number of Interns Requested: 1

Primary Department: Budget and Strategic Planning

Primary Position: Director of Budget and Grants

Primary Address: 700 Poplar Street P.O. Box 247

Primary Email: Jones@maconbibb.us

Primary Phone: 478-952-6142

Partial Funding: 0

Funding Amount:

Additional Funding: 1

Additional Funding Amount: 6,600

Intern Title: Seasonal Internship

Intern Position Description: Intern Position Description: In the past, we've generally hired interns to do up to 20 hours a week and 12 weeks with us (240 hours total). However, last year, we got approval to have intern Riley Roberts work full time with us for the summer and that went very well. So, instead of requesting two interns this year, we are only asking for one. I understand that your funding will be the same whether the intern is working a part-time or full-time schedule, but for our one intern, we are proposing a total salary of \$20/hour, for up to forty hours per week and up to twelve weeks. The primary qualification will be that this person is a current law student. Students with strong academic performance, community ties to Macon or Middle Georgia, and an interest in public service will be given preference. The program itself is an immersive look into the breadth and depth of local government law as a career field. We find that most of our applicants do not get much exposure to local government laws or processes in law school, and so we use our internship program as a tool to support general civic awareness and show developing lawyers the incredible fulfillment and value that can come from public service law. Macon-Bibb County is in the middle of several major projects right now. It is expected that this intern will have some involvement in, among other things, our new \$200 Million sports and event arena, our new \$30 Million jail expansion, and our new \$250-300 Million convention center projects. Those are at the very beginning steps right now, and during next summer, there will be discussions about the needs and features that go into each of these projects, and the intern will be able to see how these ideas progress from plans into real-world facilities. While all of these are multi-year projects, we

expect this intern to be directly involved in planning discussions, and to review contracts and provide legal research and input as issues arise or in the event that there are unplanned complications. All of this will be done with the support and supervision of our attorneys. In addition to that, we teach our interns how to review alcohol license applications for consideration by the County Commission; how to prepare court petitions regarding the disposition of unclaimed human remains; how to draft resolutions, ordinances, and contracts; and how to navigate the legal, practical, and political realities of giving legal advice to a variety of elected officials and department heads. By the end of the internship program, the intern should have several tangible projects that they've played a material role in, which they can point to later on as examples of how they made their community better. We try to have every intern present some plan or policy or legislation to either the Mayor or Commission. For example, one of our Fall interns is developing a new Mayor's Youth Council program. We also like to arrange behind-the-scenes tours for our interns, with our County Archives, our Engineering Map Room, and some of our facilities tours being particularly popular with past interns. We also look for opportunities to bring the interns to court or to other litigation experiences, such as depositions, where they arise. Overall, we consistently get very positive feedback from our interns. We've had several over the years that enjoyed their first term with us so much that they've come back for a second or even third semester. We also have a good reputation with the courts and we have been successful at getting some of our previous interns into post-graduation clerkship positions based on our recommendations. A full copy of the job description for our seasonal internship position is attached to this application.

Supervisor Name: Michael McNeill

Supervisor Department: Macon-Bibb County Attorney's Office

Supervisor Email: mmcneill@maconbibb.us

Supervisor Phone: 478-951-5286



Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver’s license, passport, or social security card to satisfy this requirement.

I, _____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2026.

County Position

Signature

Date

E-Verify Number

Date of E-Verify Authorization



Georgia County Internship Program (GCIP) Grant Reimbursement Request

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

The following information will be required to be submitted and certified via the Foundation grant portal:

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: (Only include hours worked under the grant) _____

Cost of Wages: (Only include wages covered by the grant) _____

Cost of FICA: (Only include FICA covered by the grant) _____

Cost of Worker's Compensation: (Only include WC covered by the grant) _____

Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$15 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.

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Intern Evaluation Requirements

The following questions will be provided to the intern(s) in survey form via email:

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would you give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?
9. How did you hear about this internship opportunity?
10. Do you have any advice for counties on how best to recruit high school, college, or graduate students for future county internships?
11. Do you have any recommendations on how this program can be improved?



Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, _____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and _____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

Signature of Intern

Date

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM INTERN AND COUNTY INFORMATION REQUIREMENTS			
COUNTY INFORMATION			
Name of Supervisor:		Title:	
County:		Department:	
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Email Address:	
INTERNSHIP POSITION INFORMATION			
Full Name of Intern (Hired):			
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Personal Email address:	
College/University/ Highs School Student Attends:		Program or Major:	Expected Year of Graduation:
Post Graduation Plans:			
Intern Position Title:		Department:	
Start Date:	End Date:		Hours Worked Per Week:
SIGNATURES			
Signature of County Supervisor:			Date:
Signature of Hired Intern:			Date:

This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FY2026 H.E.A.T. GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY, IN THE AMOUNT OF \$31,128.46, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE BIBB COUNTY SHERIFF'S OFFICE TO PROVIDE PARTIAL FUNDING OF SALARIES AND OPERATING EXPENDITURES FOR THE H.E.A.T UNIT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Bibb County Sheriff's Office has been awarded a FY2026 Highway Enforcement of Aggressive Traffic ("H.E.A.T.") Grant from the Governor's Office of Highway Safety, in the amount of \$31,128.46, with no local match required; and

WHEREAS, the Bibb County Sheriff's Office H.E.A.T. unit enforces traffic safety and DUI laws, pursues aggressive and dangerous drivers, and investigates traffic accidents; and

WHEREAS, the Bibb County Sheriff's Office will utilize the grant funds to provide partial funding of salaries and operating expenditures for the H.E.A.T unit; and

WHEREAS, a copy of the grant award notification has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the H.E.A.T. grant funds in the amount of \$31,128.46, on behalf of the Bibb County Sheriff's Office for the aforementioned purpose; 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, Sheriff, or their designees are hereby authorized to accept the H.E.A.T. grant in the amount of THIRTY-ONE THOUSAND

ONE HUNDRED TWENTY-EIGHT DOLLARS AND 46/100 CENTS (\$31,128.46), with no local match required, from the Governor's Office of Highway Safety, to provide partial funding of salaries and operating expenditures for the H.E.A.T unit, as described in 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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Accepting GOHS HEAT Grant for Sheriff's Office - \$31128.46 1-7-2026.docx

EXHIBIT A



Governor's Office of Highway Safety

James H "Sloppy" Floyd Veterans Memorial Bldg.

2 Martin Luther King Jr. Drive SE. • Suite 370, East Tower • Atlanta, GA 30334

Telephone: 404.656.6996 or 888.420.0767 • Facsimile: 404.651.9107

www.gahighwaysafety.org

Brian P. Kemp
GOVERNOR

Allen Poole
DIRECTOR

September 30, 2025

Davis, David
Bibb County Government
668 Oglethorpe Street
Macon, Georgia 31201

Re: **Application #: GA-2026-BibbCounty-111-APP**
Grant #: GA-2026-BibbSO-111
Project Title: HEAT Bibb County Sheriff's Office

Dear Davis, David,

Congratulations! It is my pleasure to inform you that your application in the amount of **\$31,128.46** federal funds has been approved. The effective date of the grant is October 1, 2025, through September 30, 2026. Allowed costs incurred within this period are reimbursable at a rate of 100% of the approved federal funds allocated above.

*The Grant Terms and Conditions** have been updated and can be found within your grant application in the GOHS Grant Management System (GMS) or on the GOHS website. *Special Conditions*, H.E.A.T.*, associated with your grant can also be found on the GOHS website and both contain important information from GOHS. These documents clearly identify the guidelines and requirements governing your grant. Please note under Grant Terms and Conditions **all grant awards are contingent upon the availability of federal funds** and must be identified separately in your agency's account system.

GOHS and the National Highway Traffic Safety Administration (NHTSA) must provide written approval prior to the purchase of any equipment item costing \$10,000.00 or more. If applicable and approval is granted, you will receive notification of the equipment approval from GOHS. Please ensure your agency follows its local procurement policy as well as the Buy America Act requirements. If local policies are not available, your agency must use the State of Georgia procurement procedures. By policy, GOHS is required to maintain inventory of any item that costs \$10,000 or more. For purposes of this policy, "equipment items \$10,000 or more" include any item that has the capability of storing data, such as desktop computers, laptops, and I-pads. The \$10,000 threshold also includes items that may physically cost less than \$10,000 but with taxes and shipping costs added will equal over \$10,000.

If your project allows for **Safety Items for Public Distribution**, such as bike helmets, reflector belts, or similar items whose sole purpose is to improve highway safety, you will be required to read, sign, and submit the document titled *Acknowledgement form for Non-Motorized Projects** to your grant manager at GOHS prior to distributing those items. This document should be signed by the project director and will be included in the grant file. If the Acknowledgement for Safety Items for Public Distribution document is not received prior to distribution, GOHS reserves the right to deny reimbursement.

GOHS is required to complete *Risk Assessments** on each grantee prior to the award and notify the grantee of the outcome. The Risk Assessment is based upon prior grants, audit reports, and/or interaction during the application process. Your agency's Risk Assessment score for the FFY 2026 grant year is **Low**.

If your jurisdiction/agency (combined) receives federal funds of \$1,000,000.00 or more in a year, an audit is required in accordance with 2 CFR Part 200, Subpart F. A copy of the audit report must be submitted to the Governor's Office of Highway Safety (GOHS) prior to September 30, 2026.



Agencies awarded federal funds through GOHS are required to receive their reimbursement payments electronically. If your agency received funds in FFY 2025, please review the information previously submitted to GOHS. If no changes are needed, GOHS will continue to use this information to reimburse electronically unless we receive new information. If changes are needed or you are a new grantee, you will need to complete the *"Supplier Change Request" form**. Grantees need to include a copy of a Voided Check or a MICR letter for their Bank, stating their electronic account number and routing number. Signatures on the Supplier Change forms must be WET – no computer-generated signatures (Adobe). New grantees will also need to complete the *W-9 Tax form**. All financial forms should be emailed to Paula Wilbanks, GOHS Grants Specialist at, gohs-finance@gohs.ga.gov no later than **October 15, 2025**, to prevent any delay in reimbursement.

Award packet documents discussed above and identified in *red and an asterisk (*)*, are all located on the GOHS website at <http://www.gahighwaysafety.org/current-grantees/>.

Organization Legal Name (as listed in SAM.gov): Macon-Bibb County

SAM Unique Entity Identifier: TVNBHEU6LLY9

Assistance Listing Number20.600

Assistance Listing Title: State and Community Highway Safety

FAIN: 69A37525300004020GA0

Subaward Period of Performance State and End Date: October 1, 2025 – September 30, 2026

Subaward Budget Period State and End Date: October 1, 2025 – September 30, 2026

Should you have questions regarding the content of this letter, please contact your assigned grant manager, **Powell Harrelson** at (404) 656-6996. GOHS looks forward to your partnership in helping to make Georgia's roadways safer.

Sincerely,



Allen Poole
Director

AP

cc: Davis, Scott, Project Director
Spires, Robert, Financial Officer
Powell Harrelson, Planner/Grant Manager





LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FY 2022 OFFICE OF JUVENILE JUSTICE DELINQUENCY PREVENTION FAMILY TREATMENT COURT COMPETITIVE GRANT FROM THE STATE OF GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL, IN THE AMOUNT OF \$15,950.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$5,317.00 PAYABLE IN KIND AS EXISTING EMPLOYEE SALARIES, AWARDED TO THE MACON JUDICIAL CIRCUIT FAMILY TREATMENT COURT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit Family Treatment Court has applied for and been awarded a FY 2022 Office of Juvenile Justice Delinquency Prevention (“OJJDP”) Family Treatment Court Competitive Grant from The State of Georgia Criminal Justice Coordinating Council, in the amount of \$15,950.00 with a required local match in the amount of \$5,317.00 payable in kind as existing employee salaries; and

WHEREAS, the OJJDP seeks to support projects designated for funding in the Consolidated Appropriations Act, 2024 (Public Law No. 118–42), to improve the functioning of the criminal justice system, to prevent or combat juvenile delinquency, and to assist victims of crime; and

WHEREAS, the Family Treatment Court will utilize the grant funds to fund personnel costs and supplies; and

WHEREAS, copies of the grant award letter and the grant terms and conditions are attached hereto for review and reference purposes and are incorporated herein by reference; and

WHEREAS, the Family Treatment Court will meet the local match requirement of \$5,317.00 in kind through the application of existing employee salaries; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the acceptance of the aforementioned grant funds for the stated purpose on behalf of the Macon Judicial Circuit Family Treatment Court; 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 accept, on behalf of the Macon Judicial Circuit Family Treatment Court, a FY 2022 OJJDP Family Treatment Court Competitive Grant from The State of Georgia Criminal Justice Coordinating Council, in the amount of FIFTEEN THOUSAND NINE HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$15,950.00), with a local match of \$5,317.00 to be paid in kind as existing employee salaries, as provided in 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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

*Q:\RES MACON-BIBB\2026 Miller Authorizing Acceptance Of OJJDP Department Of Justice Grant For
Accountability Courts - \$15,950 1-7-2026.Docx*

EXHIBIT A

GRANT AWARD

CRIMINAL JUSTICE COORDINATING COUNCIL

2022 OJJDP Family Treatment Court Competitive Grant Program

SUBAWARDEE:	Macon-Bibb County Commission	CFDA NUMBER:	16.585
Employer Identification Number (EIN):	46-3992371	SUBAWARD NUMBER:	AW-FTC-22-013-007
IMPLEMENTING AGENCY:	Macon Judicial Circuit Accountability Courts	SUBGRANT PERIOD:	10/01/2025 - 09/30/2026
PROJECT TYPE:	Family Treatment Court	SUB AWARD AMOUNT:	\$15,950.00
AWARD NUMBER:	15PJDP-22-GG-03848-COAP	MATCHING FUNDS:	\$5,317.00
AWARD PERIOD:	10/01/2022 - 09/30/2026	TOTAL FUNDS:	\$21,267.00

This Award is hereby made in the amount and for the period shown above for a Subgrant under the OJJDP Family Treatment Court Program, Public Law 90-351. The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions. The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council..

Reimbursement/Payment
Frequency:

Agency Approval



Jay Neal, Director
Criminal Justice Coordinating
Date
12/11/2025

Awardee Approval

Signed Name: _____
Printed Name: _____
Title: _____
Date: _____

Special Conditions
2022 OJJDP Family Treatment Court Competitive Grant Program
Macon-Bibb County Commission
AW-FTC-22-013-007

1. The subgrantee must comply with all applicable restriction on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should any question arise as to whether a particular use of federal funds by the subgrantee would or might fall within the scope of an appropriations-law restriction, the subgrantee is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials

2. The conditions of this award are material requirement of the award. Compliance with any assurances or certification submitted by or on behalf of the subgrantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited exceptions. In certain special circumstances, DOJ may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs (OJP) webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://www.ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subgrantee, the authorized subgrantee official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized subgrantee official, all assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance.

Failure to comply with one or more award requirements- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in CJCC taking appropriate action with respect to the subgrantee and the award. Among other thing, CJCC may withhold award funds, disallow costs, or suspend or terminate the award. CJCC also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Initials

3. 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 FY 2022 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were adopted by the DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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

Record retention and access: Records pertinent to the award that the subgrantee must retain – typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies – and to which the subgrantee must provide access, include performance measurement information, in

addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. Part 200.334.

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

Initials

4. The subgrantee agrees to abide by all administrative and financial guidelines as stipulated in the current edition of the Department of Justice (DOJ) Grants Financial Guide available on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>). All services paid by federal and/or matching funds must have a valid contract that has been pre-approved by the CJCC to ensure compliance with federal and state guidelines and statutes.

Initials

5. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Initials

6. A subgrantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP 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.

Initials

7. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the subgrantee will promptly notify, in writing, the grant manager for this CJCC award and, if so requested by CJCC, seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials

8. The subgrantee agrees to 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 subgrantee also must acquire and provide to CJCC the unique entity identifier required for SAM registration.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP website at <https://ojp.gov/funding/explore/sam.htm> (award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he/she may own or operate in his or her name).

Initials

9. Employment eligibility verification for hiring under the award

1. The subrecipient must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient 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.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the 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.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 324a(a)(1).

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 EVERify@E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to CJCC, before award acceptance.

Initials

10. 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 —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 OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

Initials

11. The subgrantee must comply with all applicable requirements to obtain specific advance approval to use noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for the 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 website at <https://ojp.gov/funding/Explore?NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Initials

12. The subgrantee agrees to 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 subgrantee or individuals defined as employees of the subgrantee. Failure to comply with requirements (including the reporting requirements) as set by the OJP which can be found in full at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> will result in the immediate termination of the subgrant award by CJCC.

Initials

13. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated – in the application for the award (as approved by CJCC – that a 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.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. 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> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Initials

14. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages, and costs of attendance at such events. Information on pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (Section 3.10 of "Postaward Requirements" in the DOJ Grants Financial Guide).

Initials

15. The subgrantee must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to CJCC in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Initials

16. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Initials

17. The subgrantee understands and agrees that OJP may withhold award funds, or may 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 DOJ awards.

Initials

18. The subgrantee agrees to comply with any additional requirements that may be imposed by CJCC during the period of performance for this award, if the subgrantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

Initials

19. The subrecipient must comply with all applicable requirement under 28 C.F.R. Part 42 that relate to an equal employment opportunity program

Initials

20. The subgrantee agrees to 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

21. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, 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, currently, also sets out rules and requirements relating to the subrecipient engaging in or conducting explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of the of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Initials

22. The subgrantee understands that as a matter of federal law, funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose 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 exist if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law)

Subgrantee understands that federal funds awarded by OJP cannot be used to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, or 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.

If questions should arise as to whether a particular use of federal funds by the subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact CJCC for guidance and may not proceed without the express prior written approval of OJP. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted.

Initials

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrantee agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that an 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) by mail:

U.S. Department of Justice
Office of the Inspector General
Investigations Division
Attn: Grantee Reporting
950 Pennsylvania Ave., NW
Washington, DC 20530

Facsimile: DOJ OIG Investigation Division (Attn: Grantee Reporting)
Fax: (202) 616-9881

Initials

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may 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 the law) of waste, fraud, or abuse to and investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The forgoing is not intended, and shall not be understood by the agency making the 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 subgrantee –

a. represents that it neither 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 agency making the award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subgrantee does or is authorized to make contracts under this award –

a. it represents that –

(1) it has determined that no other entity that the subgrantee's application proposes may or will receive award funds (whether through a contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit the otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) 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 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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials

25. The subgrantee agrees to 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 subgrantee agrees to 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.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to

contact CJCC for guidance.

Initials

26. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the CJCC encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials

27. The subgrantee shall submit to CJCC a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: " This project was support by Grant # () awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publication as any planned, written, or visual sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

Initials

28. The subgrantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the subgrantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC's grant monitoring activities may result in sanctions affecting the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions, designation of the subgrantee as a DOJ High Risk Grantee, or termination of an award(s).

Initials

29. If the subgrantee is designated as "high risk" by a federal grant making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CJCC by email. The disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Initials

30. The subrecipient agrees that it will submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to CJCC per the direction of the Planning and Policy Development Specialist.

Initials

31. The subgrantee understands and agrees that no award funds or matching funds (if applicable) may be used to provide services for violent offenders as defined in 34 USC 10613 (a) and (b).

Initials

32. The subgrantee acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an subaward; and (2) any rights of copyright to which a subgrantee purchases ownership with Federal support. The subgrantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. " Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

The subgrantee has the responsibility to obtain from contractors and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligation to the Government under this award. If a proposed contractor/subcontractor refuses to accept terms affording the Government such right, the subgrantee shall promptly bring such refusal to the attention of the CJCC grants manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

Initials

33. The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Initials

34. The subrecipient agrees to notify CJCC of any change in the status or duties of the collaborating agency partners or key individuals involved in implementing the activities under this award.

Initials

35. The subgrantee agrees to inform CJCC at least 45 days prior to any training, conference, or meeting for prior approval when using grant funding.

Initials

36. The subrecipient shall transmit to CJCC copies of all official award-related press releases at least fifteen (15) working days prior to public release. Advance notice permits time for coordination of release of information by CJCC and OJJDP where appropriate and to respond to press or public inquiries.

Initials

37. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials

38. The subgrantee agrees that a detailed justification for consultant/contractor fees in excess of \$650.00 per day must be submitted to and approved by the Office of Justice Program office and the CJCC Council prior to obligation or expenditure of such funds.

Initials

39. The subgrantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by CJCC and the Office of Justice Programs.

Initials

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

Initials

41. Subgrantee agrees that with respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (The Subgrantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Limitations on compensation rates allowable under this award may be waived on an individual basis at the discretion of OJP.

Initials

42. The subgrantee agrees to track, account for, and report on all funds from this award separately from all other funds, including Department of Justice funds from awards for the same or similar purposes or programs. Accordingly, the accounting systems of the subgrantee must ensure that funds from this award are not commingled with funds from any other source. The subgrantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

Initials

43. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials

44. This award is contingent upon the successful submission of all required CJCC application documents, as well as the timely resolution of outstanding compliance issues. The subgrantee agrees to maintain programmatic and fiscal compliance during the application process and throughout the life of the grant award. If the application submitted for this grant award was deemed incomplete due to missing documents, the subgrantee agrees to provide the necessary documentation to complete the award packet within the time frame designated by CJCC. In addition, if, during a monitoring activity (e.g., site visit, desk review, technical assistance visit), findings are identified, the subgrantee agrees to take the necessary steps to address the findings within the time frame designated by CJCC.

If the subgrantee does not adequately resolve findings resulting from a monitoring activity or provide requested documents within the time frame designated by CJCC, the subgrantee will be deemed non-compliant and placed on a 90-day probationary period. If the required actions have not been resolved by the end of the 90-day probationary period (e.g., the requested documents have not been submitted and/or compliance issues remain outstanding/unresolved), the subgrantee understands that the awarded amount will be rescinded.

Initials

45. 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

46. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the CJCC.

Initials

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

Initials

48. 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 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

49. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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 subrecipients 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

DISCLOSURE OF LOBBYING ACTIVITIES

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

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

CIVIL RIGHTS REQUIREMENTS

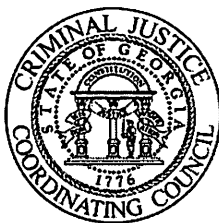
Generally, employees and beneficiaries of agencies or organizations that receive federal funding are protected by civil rights laws. These laws prohibit certain types of discrimination in employment practices and in delivery of services. Please list the contact information of the person responsible for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

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

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 \$1,000,000 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 \$1,000,000 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 of Next
Scheduled Audit Will Be
Forward to the Council: _____

[Note: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed \$1,000,000 you may write "Not Applicable" in this space.]

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: _____

AGENCY NAME: _____

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

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

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

- ☐ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below.
A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT
TELEPHONE NUMBER: _____

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

- ☐ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REQUESTING THAT THE LOCAL LEGISLATIVE DELEGATION INTRODUCE OR SUPPORT LEGISLATION TO EXPAND THE STATE INCOME TAX CREDIT PROGRAM FOR REHABILITATED HISTORIC PROPERTY FROM A MAXIMUM OF \$30 MILLION IN AGGREGATE PER YEAR TO \$60 MILLION PER YEAR FOR CERTIFIED STRUCTURES OTHER THAN HISTORIC HOMES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in 2002, the Georgia General Assembly adopted a law, codified at O.C.G.A. § 48-7-29.8, to give income tax credits to Georgians who own and rehabilitate historic properties (the “Program”); and

WHEREAS, the Program has proven to be an indispensable economic development tool that leverages private investment to rehabilitate historic structures; and

WHEREAS, Macon-Bibb County is home to 17 historic districts containing over 6,000 historic buildings listed in the National Register of Historic Places, that contribute significantly to the County's character, culture, and sense of place; and

WHEREAS, the preservation of historic properties is vital for maintaining the authenticity and economic vitality of Macon’s downtown, neighborhoods, and commercial corridors; and

WHEREAS, the Program is an effective tool for urban and neighborhood revitalization, encouraging the reuse of older buildings that might otherwise fall into disrepair or be subject to demolition damaging our property tax base; and

WHEREAS, historic rehabilitation projects supported by the Program create local jobs in construction, architecture, and related services, thus stimulating the local economy; and

WHEREAS, the Program is a critical resource for property owners by helping to offset the higher costs associated with preserving historic materials and meeting rigorous preservation standards, making financially challenging projects viable; and

WHEREAS, Macon-Bibb County has led the state and nation in the number of historic tax credit projects completed, resulting in 69 projects that generated \$97.5 million of reinvestment that would not have happened without this critical tool; and

WHEREAS, O.C.G.A. § 48-7-29.8(c)(3)(B) provides, “In no event shall credits issued under this Code section for certified structures other than historic homes exceed \$30 million in aggregate per year.”; and

WHEREAS, the Program has been so successful that the current annual cap of \$30 million per year has proven insufficient, as described more fully in the letter attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission requests that the local legislative delegation to the Georgia General Assembly introduce or support legislation that would expand this Program to increase the maximum tax credits issued under this code section from \$30 million to \$60 million for certified structures other than historic homes; 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, the local legislative delegation is hereby requested to introduce or vote in support of legislation that would increase the maximum tax credits issued under O.C.G.A. § 48-7-29.8(c)(3)(B) from \$30 million to \$60 million for certified structures other than historic homes;

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded by the Clerk of Commission to each member of the local delegation to the Georgia General Assembly.

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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the following page.]

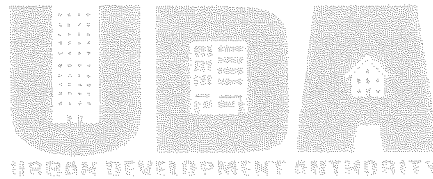
APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

T:\RES MACON-BIBB\2026 Miller Requesting Legislative Delegation To Support Expanding Historic Tax Credits 1-15-2026.Docx

EXHIBIT A



RE: Georgia's State Income Tax Credit Program for Rehabilitated Historic Property

To all members of the Georgia General Assembly:

Georgia's State Income Tax Credit Program for Rehabilitated Historic Property offers an incentive for the certified rehabilitation of historic commercial properties, **which has been so successful that the current annual cap of \$30 million per year has proven insufficient.** The Georgia Department of Revenue has allotted credit through the sunset period of the program in 2029. Being fully subscribed will hinder projects that require allotments closer to their completion dates and impede efforts to revitalize historic buildings throughout the state.

In Macon-Bibb County, we have seen firsthand the transformative and catalytic power of this program. **Local developers have invested \$97.5 million in 69 projects in Macon's Central Business District in the past decade.** According to a study conducted by Main Street America in 2022, that means Macon boasts more tax credit projects than any of the 1200 accredited Main Street communities in the nation.

Without the expansion of the historic tax credit, we stand to lose one of the most useful tools private developers employ to invest in our historic buildings, which would in turn stall development and growth. In downtown Macon alone, right now, six historic buildings are prime for development and historic tax credits will make or break these projects. **These six buildings alone would add 28 residential units, 100 hotel rooms, 90 offices, and 6 storefronts for local entrepreneurs, resulting in 122,960 renovated sq ft and \$21,571,424 of private investment.** State and federal historic tax credits account for over half of that total investment, making tax credits critical for the completion of these projects.

For example, the former Army Surplus store building occupies a prime corner and gateway in Macon's downtown. This building has been vacant for a decade and its renovation would provide a life-changing opportunity for a local small business interested in purchasing and rehabbing the building. Tax credits make this project possible by **cutting the business' equity contribution into the project in half, which allows the business to purchase their first property in downtown Macon, ensuring they can stay in place for years to come.**

This \$30M cap is stalling construction schedules and discouraging future private investment in Macon, and across our state. Between 2019 and 2024, 295 construction projects utilizing this program in Georgia generated nearly \$802.7 million in direct investment for our communities. In a Georgia Tech 2019 study, it was determined that **"Historic rehabilitation tax credits result in net positive new revenues for the state and local governments.** This study demonstrates that waived revenues, represented by tax credits, are repaid within 7 years of the award. Subsequently, the projects continue adding to state coffers and return nearly \$1.50 for every \$1 awarded just 5 years later."

The Macon-Bibb County Urban Development Authority respectfully requests that you support upcoming legislation by the Georgia Trust for Historic Preservation to increase the cap on this tax incentive program from \$30 million to \$60 million. If you would like to speak directly with the Georgia Trust for Historic Preservation about this program, contact Ben Sutton at bsutton@georgiatrust.org or 404-885-7817.



Sincerely,

A handwritten signature in blue ink, appearing to read 'Alex Morrison', with a long, sweeping horizontal line extending to the right.

Alex Morrison
Executive Director



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND SECTIONS 1-6 AND 12-246 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO CLARIFY THE JURISDICTION OF MACON-BIBB COUNTY AND OTHER APPROPRIATE OFFICES TO ENFORCE THE PROVISIONS THEREOF; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Chapter 12 of the Macon-Bibb County Code of Ordinances is known as the “Macon-Bibb County Sanitary Code,” (“Sanitary Code”) and addresses and regulates such topics as sewage and sewage systems; water supplies; carnivals; restaurants; pest control; swimming pools; tourist accommodations; caterers; and the keeping of livestock and other animals; and

WHEREAS, Section 12-246 of the Macon-Bibb County Code of Ordinances currently provides in its entirety,

Sec. 12-246. - Authority to institute legal proceedings.

The health department shall have power to institute and maintain whatever legal proceedings are necessary or appropriate to enforce compliance with the provisions of this Chapter, including the power to seek injunctive relief.

; and

WHEREAS, the Macon-Bibb County Health Department (“Health Department”) advises that it relies on the Macon-Bibb County Code Enforcement Department (“Code Enforcement”) to issue and prosecute citations for fineable offenses of the Sanitary Code; and

WHEREAS, in September 2025, a Code Enforcement Officer inspected Evergreen Estates Mobile Home Community at the request of, and in conjunction with, the Health Department, in reference to reports that there were multiple trailer sites where sewage or gray water were being spilled onto the ground and into the street; and

WHEREAS, as a result of these inspections, Code Enforcement issued four citations to the owner of the Evergreen Estates Mobile Home Community, later dismissing two when the conditions were repaired; and

WHEREAS, a hearing was held in the Municipal Court of Macon-Bibb County on the remaining two citations on December 19, 2025, where the Court received evidence of the unsanitary discharge of sewage in violation of the Sanitary Code; and

WHEREAS, notwithstanding the evidence presented, the Municipal Court found that the legal effect of Code Section 12-246 was to transfer exclusive jurisdiction for the enforcement of Sanitary Code violations to the Health Department, and that, therefore, the citations issued by Code Enforcement were ultra vires and void; and

WHEREAS, Section 1-6 of the Macon-Bibb County Code of Ordinances currently provides in its entirety,

Sec. 1-6. - General penalty.

Whenever in this Code or in any ordinance of Macon-Bibb County any act is prohibited or is made or declared to be unlawful or an offense, or whenever in the Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), by sentence to work on the streets or public works for a period not exceeding sixty (60) days or imprisonment for a term not exceeding one hundred eighty (180) days, any or all of these penalties in the discretion of the judge.

; and

WHEREAS, the Macon-Bibb County Commission now desires to clarify in Section 1-6 that the Department of Code Enforcement shall have concurrent jurisdiction to enforce the provisions of the Macon-Bibb County Code of Ordinances, including the Sanitary Code, and to amend Section 12-246 to provide that the grant of jurisdiction to the Health Department is not exclusive jurisdiction; and

WHEREAS, the Macon-Bibb County Commission finds these amendments to the Macon-Bibb County Code of Ordinances 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 1-6 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 1 – GENERAL PROVISIONS

Section 1-6.- Enforcement and general penalty.

- (a) Except as otherwise expressly provided in this Code, and except where jurisdiction is expressly reserved in this Code or in State or Federal law, the Macon-Bibb County Code Enforcement Department, or any successor department thereto, shall have jurisdiction and authority, concurrent with any office or agency as designated herein and with the Sheriff of Macon-Bibb County or any other duly constituted law enforcement agency whose territorial jurisdiction includes Macon-Bibb County, to enforce all regulatory or prescriptive provisions of this Code, including by issuing citations for the violation thereof, as provided herein, or by instituting and maintaining whatever legal proceedings are, in the opinion of the County Attorney, otherwise necessary or appropriate to enforce compliance with the provisions of this Code, including the power to seek injunctive or equitable relief.
- (b) Whenever in this Code or in any ordinance of Macon-Bibb County any act is prohibited or is made or declared to be unlawful or an offense, or whenever in the Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), by sentence to work on the streets or public works for a period not exceeding sixty (60) days or imprisonment for a term not exceeding one hundred eighty (180) days, any or all of these penalties in the discretion of the judge.

Section 2.

Section 12-246 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 12 – HEALTH AND SANITATION

ARTICLE XII. – GENERAL ENFORCEMENT AND PENALTIES

Section 12-246. – Authority to institute legal proceedings.

The health department shall have power to institute and maintain whatever legal proceedings are necessary or appropriate to enforce compliance with the provisions of this Chapter, including the power to seek injunctive relief; provided that this grant of jurisdiction shall be non-exclusive and shall be concurrent with the enforcement powers granted under Section 1-6 of this Code.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor, 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.

Section 5.

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 6.

In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County, Georgia, the provisions of this Ordinance shall become and be made part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention. 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 7.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases 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 sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 8.

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 9.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 10.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2026 Miller Amending Secs. 1-6 And 12-246 Of Code To Clarify Code Enforcement's Jurisdiction 1-16-25.Docx



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER R PAUL BRONSON | ☐ COMMISSIONER R STANLEY B. STEWART |
| ☐ COMMISSIONER R JOE Y HULETT | ☐ |
| ☐ COMMISSIONER R RAYMOND WILDER | ☐ COMMISSIONER R BILL HOWELL |
| ☐ COMMISSIONER R DONICE BRYANT-CATO | ☐ COMMISSIONER R BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF 0.088 ACRE, MORE OR LESS, OF REAL PROPERTY LYING ADJACENT TO ALLEN ROAD FROM CHARLES BRYANT SKIPPER, III; AND OTHER LAWFUL PURPOSES.

WHEREAS, Charles Bryant Skipper, III, desires to donate 0.088 acre, more or less, of real property lying adjacent to Allen Road (the “Property”) to Macon-Bibb County, with the Property being more readily shown in the attached Exhibit A, incorporated herein by reference; and

WHEREAS, the County Engineer has reviewed the proposed donation and recommends acceptance of the Property; and

WHEREAS, the Macon-Bibb County Commission desires to accept the recommendation of the County Engineer and accept the donation of the Property by quitclaim deed executed by Charles Bryant Skipper, III; 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 undertake the necessary actions to accept the donation of 0.088 acre of real property lying adjacent to Allen Road, by Charles Bryant Skipper, III, or a successor in interest holding fee simple title, to be made via quitclaim deed, with such quitclaim deed to be in a form to be approved of by the County Attorney.

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 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 in the event scrivener's errors shall be discovered in this Resolution 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 TO FOLLOW]

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

J:\RES MACON-BIBB\2026 Miller Accepting 0.088 Acre Property Donation Along Allen Road - 1-12-26.Docx

EXHIBIT A

BIBB COUNTY CLERK OF SUPERIOR COURT

DEED	BOOK	1424	PAGE	42	PLAT	BOOK	7	PAGE	6
DEED	BOOK	4237	PAGE	334	PLAT	BOOK	19	PAGE	198
DEED	BOOK	4505	PAGE	243	PLAT	BOOK	22	PAGE	21
DEED	BOOK	6708	PAGE	59	PLAT	BOOK	39	PAGE	73
DEED	BOOK	8600	PAGE	359	PLAT	BOOK	43	PAGE	67
DEED	BOOK	9543	PAGE	201	PLAT	BOOK	75	PAGE	83
DEED	BOOK	9587	PAGE	356	PLAT	BOOK	86	PAGE	19
DEED	BOOK	9873	PAGE	283	PLAT	BOOK	91	PAGE	720
DEED	BOOK	10132	PAGE	132	PLAT	BOOK	95	PAGE	204
DEED	BOOK	10348	PAGE	17					
DEED	BOOK	11418	PAGE	121					
DEED	BOOK	11456	PAGE	328					
DEED	BOOK	11489	PAGE	331					
DEED	BOOK	12007	PAGE	197					

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED
HAS AN AVERAGE RELATIVE POSITIONAL ACCURACY OF 0.03
FEET AT THE 95% CONFIDENCE LEVEL.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
FOUND TO BE ACCURATE WITHIN ONE FOOT IN 52,552+
FEET.

THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY USING CARLSON BRX7 MULTI-FREQUENCY GNSS RECEIVERS (BASE/ROVER).

FIELD WORK WAS COMPLETED ON 07/22/2025.

AS REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67, THIS MAP OR PLAT HAS BEEN PREPARED BY A REGISTERED LAND SURVEYOR AND HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING. THE NAMES OF THE INDIVIDUALS SIGNING OR APPROVING THIS MAP OR PLAT, THE AGENCY OR OFFICE OF THAT INDIVIDUAL, AND THE DATE OF APPROVAL IS SHOWN HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THE SURVEY OR MAP AS TO INTENDED USE OF ANY PARCEL.

ZONING REVIEW OFFICER _____ DATE _____

FURTHER, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT OCGA 15-6-67.

DAVID G. BENNETT GA RLS NO. 3122 DATE

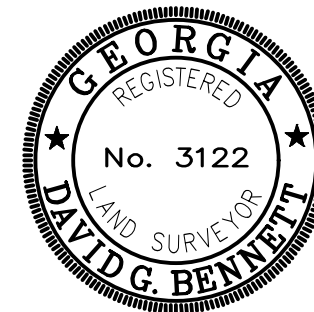
PROPERTY LINE
APPROX LAND LOT LINE
EASEMENT LINE
FENCE
OVERHEAD POWER LINE
OVERHEAD TELEPHONE LINE
DIRT ROAD
GRAVEL DRIVE

IRON PIN FOUND (1/2" REBAR UNLESS NOTED)	●
IRON PIN SET (SEE NOTE 9)	○
CALCULATED POINT (UNMONUMENTED)	△
UTILITY POLE	⋈
DEED BOOK & PAGE	DB,PG
PLAT BOOK & PAGE	PB,PG
RIGHT-OF-WAY	R/W
NOW OR FORMERLY	N/F
POINT OF REFERENCE	P.O.R.
POINT OF BEGINNING	P.O.B.
DISTURBED	(DIST.)

1. REFERENCE POINT LAND SURVEYING, LLC AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HEREON DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
2. THIS DRAWING HAS BEEN GENERATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT BEARS THE ORIGINAL SEAL AND SIGNATURE OF A GEORGIA REGISTERED PROFESSIONAL SURVEYOR OF REFERENCE POINT LAND SURVEYING, LLC.
3. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE GEORGIA STATE PLANE GRID COORDINATE SYSTEM, WEST ZONE, NAD 83 DATUM AND WERE ESTABLISHED BY STATIC GNSS METHODS USING A CARLSON BRX7 MULTI-FREQUENCY GNSS RECEIVER AND PROCESSED BY NGS OPUS.
4. THE SUBJECT PROPERTY IS DESIGNATED AS A PORTION MACON-BIBB COUNTY TAX PARCEL Q120-0014 AND IS CURRENTLY ZONED AS "A" (AGRICULTURAL DISTRICT).
5. THE FOLLOWING MINIMUM BUILDING SETBACK REQUIREMENTS ARE REQUIRED FOR AGRICULTURAL DISTRICT:
FRONT (FROM STREET R/W) = 50'
REAR = 50'
SIDE (INTERIOR LOT LINE) = 20'
6. THIS SURVEY IS BASED ON THE REFERENCE DOCUMENTS STATED HEREON. NO TITLE ABSTRACT WAS PROVIDED TO REFERENCE POINT LAND SURVEYING, LLC WHILE PERFORMING THIS SURVEY.
7. BY GRAPHICAL PLOTTING ONLY AND PER FEMA FIRM PANEL 13021C0235G FOR MACON-BIBB COUNTY, GA, DATED 6/7/2017, THE SUBJECT PROPERTY LIES WITHIN FLOOD HAZARD AREA "ZONE X" (AREAS OF MINIMAL FLOOD HAZARD).
8. UNLESS OTHERWISE NOTED HEREON, IRON PINS SET ARE 1/2" REBAR WITH RED CAPS ENTITLED "RLS 3122".
9. THE POINT OF REFERENCE IS A 3/8" REBAR FOUND AND BEING THE APPARENT COMMON LAND LOT CORNER OF LAND LOTS 237, 238, 247 & 248 OF THE 4TH LAND DISTRICT OF BIBB COUNTY, GEORGIA, AS SHOWN ON RECORD SURVEY PLATS.
10. THERE ARE NO EXISTING IMPROVEMENTS LOCATED ON TRACT B-1-B2.
11. ACCORDING TO THE COMPREHENSIVE LAND DEVELOPMENT RESOLUTION FOR MACON-BIBB COUNTY, GEORGIA, THE MINIMUM MINOR STREET RIGHT-OF-WAY WIDTH WITHOUT CURB AND GUTTER FOR UNINCORPORATED BIBB COUNTY IS 60 FEET. THEREFORE, SINCE THE PORTION OF ALLEN ROAD SHOWN HEREON HAS AN APPARENT RIGHT-OF-WAY WIDTH OF 50 FEET, IN ORDER TO SUBDIVIDE THE PARENT TRACT, RIGHT-OF-WAY MUST BE GIVEN UP AND CONVEYED TO MACON-BIBB COUNTY, AS SHOWN HEREON.

THESE DOCUMENTS, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF REFERENCE POINT LAND SURVEYING, LLC AND NO PART THEREOF MAY BE USED OR REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION.

**REFERENCE POINT
LAND SURVEYING, LLC**
500 N. LEE STREET
P.O. BOX 824
FORSYTH, GA 31029
(478)365-9809
COA# LSF001263



4TH LAND DISTRICT
GEORGIA

SUBDIVISION SURVEY
FOR
CHARLES BRYANT SKIPPER, III

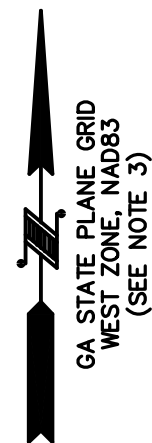
LAND LOT 238
MACON-BIBB COUNTY

REVISIONS

R.L.S. NO.	3122
DATE:	08/05/2025
CHKD:	DGB
DRWN:	RCB;DGB
PROJ. #:	BSKPR2025-1
DRAWING #:	2025-30-C
SCALE:	1" = 50'

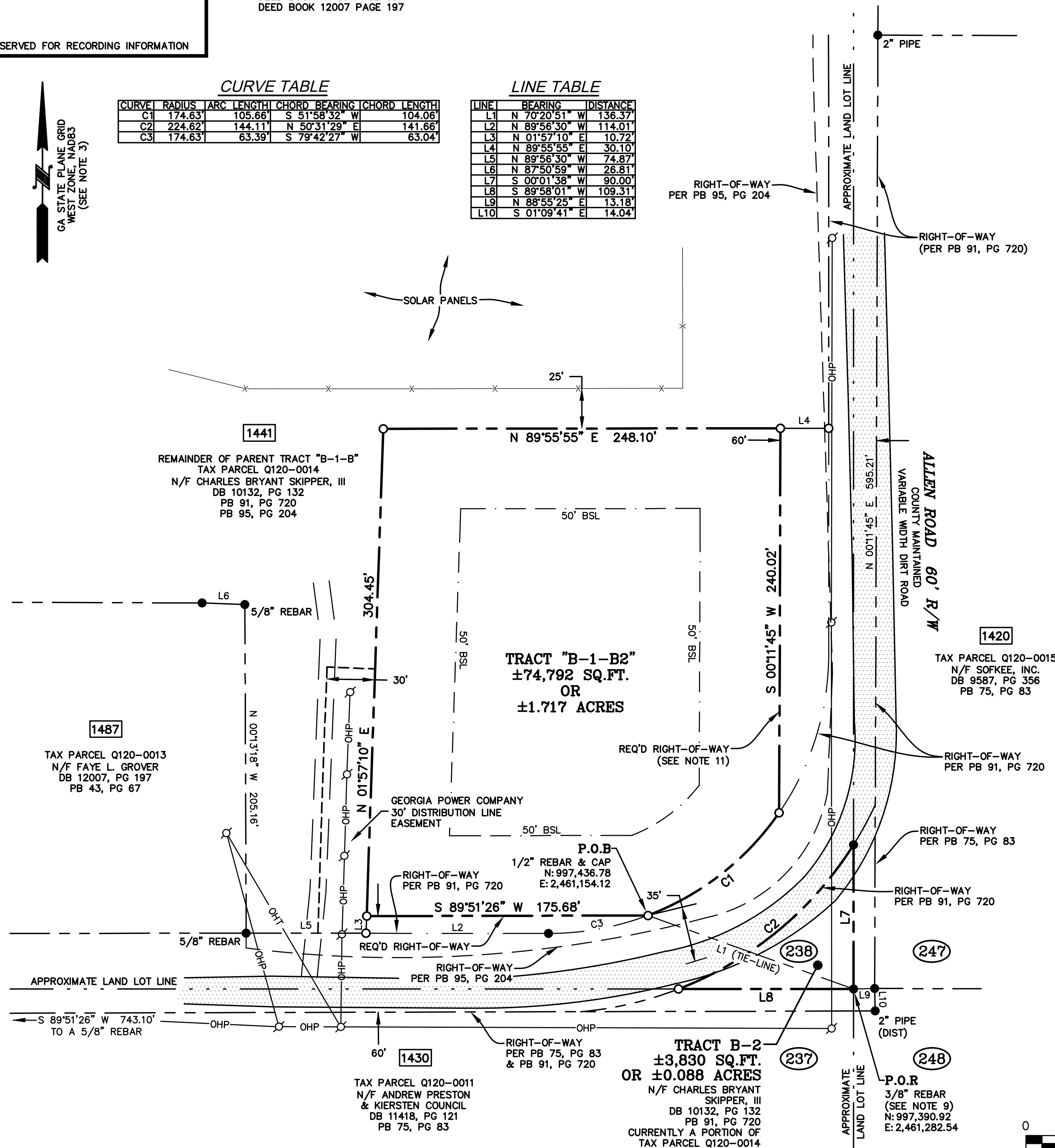
SHEET 1 OF 1

RESERVED FOR RECORDING INFORMATION



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	174.63'	105.66'	S 51°58'32" W	104.06'
C2	224.62'	144.11'	N 50°31'29" E	141.66'
C3	174.63'	63.39'	S 79°42'27" W	63.04'

LINE	BEARING	DISTANCE
L1	N 70°20'51" W	136.37
L2	N 89°56'30" W	114.01
L3	N 01°57'10" E	10.72
L4	N 89°55'55" E	30.10
L5	N 89°56'30" W	74.87
L6	N 87°50'59" W	26.81
L7	S 00°01'38" W	90.00
L8	S 89°58'01" W	109.31
L9	N 88°55'25" E	13.18
L10	S 01°09'41" E	14.04



0 50 100 150

GRAPHIC SCALE IN FEET