



MORGAN COUNTY COMMISSION
A G E N D A
October 17, 2023
5:00 PM
150 East Washington Street, Madison, GA
2nd Floor Board Room

Pledge and Invocation

Agenda Approval

Presentations

1. Proclamation-Retired Educators Day-**pg. #2**
2. Farmland Protection-Christine Watts & Robert Trulock

Minutes

3. September 19, 2023 BOC Meeting-**pg. #3**

Planning Commission New Business

4. Horace Guinn is requesting a variance to the regulations for a family burial plot for 2.994 acres located at 1121 Guinn Road (Tax Parcel 043-079)-**pg. #7**
5. Georgia Safari & Conservation Park is requesting conditional use approval for a zoo facility on a combined total of 436.5 acres located at 1761 Monticello Highway (Tax Parcels 037D-014, 038-003A, 038-002A)-**pg. #18**

New Business

6. FY24 Aging Services Contract with NEGRC-**pg. #38**
7. GA Food Services Contract for SFY24-**pg. #88**
8. Purchase of Trailer-**pg. #93**
9. Windsor Creek Quit-Claim Deed-**pg. #94**
10. Budget Amendment for Animal Services-**pg. #98**
11. Charter Broadband Infrastructure Agreement Amendment-**pg. #99**
12. ACCG Retirement Plan Addendum-**pg. #106**
13. Library Board Vacancy-**pg. #107**
14. Elections Board Vacancy-**pg. #111**
15. Public Comments on Agenda Items
16. Commissioner Comments

PROCLAMATION RETIRED EDUCATORS DAY

WHEREAS, the Governor of the State of Georgia has proclaimed the day of Sunday, November 5, 2023, as Retired Educators Day in Georgia; and

WHEREAS, there are more than 142,000 retired educators in Georgia, 32,000 plus of whom are members of the Georgia Retired Educators Association; and

WHEREAS, retired educators of Georgia donate thousands of hours of volunteer service and make invaluable contributions to the welfare of their respective communities across the state; and

WHEREAS, it is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made, and continue to make for the betterment of human lives and for society; and

WHEREAS, local churches will recognize those lasting contributions made by retired educators in this community; now

THEREFORE, the Morgan County Board of Commissioners do hereby proclaim the day of November 5, 2023, as “**RETIRED EDUCATORS DAY**” and I call upon the citizens of Morgan County to observe that day in an appropriate manner honoring retired educators.

GIVEN UNTO MY HAND AND SEAL at Morgan County, Georgia on this 17th day of October 2023.

Ben Riden, Chairman
Morgan County Board of Commissioners

ATTEST:

Leslie Brandt, County Clerk

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA,
MET THIS DAY IN REGULAR SESSION.

MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.

PRESENT: Chairman Ben Riden, Jr., Vice-Chair Bill Kurtz, Commissioners Philipp von Hanstein, Donald Harris, and Blake McCormack.

STAFF: County Manager Adam Mestres, Assistant County Manager Mark Williams, County Attorney Christian Henry, and County Clerk Leslie Brandt.

The meeting was called to order at 5:00 p.m., followed by the Pledge of Allegiance and Invocation.

AGENDA APPROVAL

Motion by Commissioner McCormack, Seconded by Commissioner Harris to approve the agenda as presented. Motion Passed Unanimously.

MINUTES

September 05, 2023 BOC Meeting

Motion by Commissioner Harris, Seconded by Commissioner Kurtz to approve the minutes as presented. Motion Passed Unanimously.

RETIREMENT BENEFIT PLAN PROPOSAL

The county currently has two different retirement plans - a frozen defined benefit (DB) plan and an active defined contribution (DC) plan. The proposal before the Board is to modify our retirement benefit plans by eliminating the current DC plan and moving all current DC employees and new employees as of 01/01/2024 over to a hybrid retirement plan consisting of both a DB and DC component for county employees. ACCG Retirement Field Services Manager, Greg Gease presented the proposed plans to the Board.

If the Board wishes to formally make changes to the retirement plan, authorizing resolutions will be presented at the October 17, 2023 board meeting for approval.

**Morgan County
Summary of Scenarios**

Scenario 1	<u>Add 401a Participants</u>	
	Entry into the Plan:	Immediate
	Normal Retirement Age:	Age 65 with 5 years of service
	Formula:	1.25% x FAE x CS
	Credited Service:	From Date of Hire (max of 30 years)
	Reduced Early:	Age 60 with 10 years of service
	Unreduced Early:	Age 60 with 25 years of service
	Disability Benefit:	Accrued Benefit at Disability
	Pre-retirement Death:	None
	Vesting:	100% after 10 years of service
	EE Contributions:	3.00%
	401(a) Balance Offset:	\$553,100
	<u>Current Participants</u>	
	Add 30 year service cap to current formula	
Scenario 2	<u>Add 401a Participants</u>	
	Entry into the Plan:	Immediate
	Normal Retirement Age:	Age 65 with 5 years of service
	Formula:	1.25% x FAE x CS
	Credited Service:	From 1/1/2023 (max of 30 years)
	Reduced Early:	Age 60 with 10 years of service
	Unreduced Early:	Age 60 with 25 years of service
	Disability Benefit:	Accrued Benefit at Disability
	Pre-retirement Death:	None
	Vesting:	100% after 10 years of service
	EE Contributions:	3.00%
	<u>Current Participants</u>	
	Add 30 year service cap to current formula	

Motion by Commissioner Harris, Seconded by Commissioner von Hanstein to authorize ACCG to draw up the necessary resolutions for the proposed plan changes for consideration at the October 17, 2023 Board Meeting. Motion Passed Unanimously.

5311 GRANT APPLICATION

The 5311 Grant is the support Morgan County Transit receives from the Federal Transit Administration (FTA) through the Georgia Department of Transportation (GDOT). The application presented today is an annual requirement to continue receiving funding assistance.

Motion by Commissioner McCormack, Seconded by Commissioner Kurtz to approve the resolution authorizing the filing of the application and authorize the Chairman to sign all grant applications, certificates, and award documents as presented. Motion Passed Unanimously.

PORTER-TAX REFUND REQUEST

Attorney Lee M. Abney, representing Sarah H. Porter spoke before the Board to request a refund for penalties paid in relation to a conservation breach for tax years 2014-2022 (tax map 060, parcel 058).

The application for the tax refund request submitted by Attorney Abney states that Ms. Porter is seeking a refund of the penalty paid in relation to an alleged conservation breach for tax years 2014-2022 in the amount of \$33,217.66. The summary statement for the grounds upon which the taxpayer relies for the refund is as follows:

On April 14, 2022, Sarah H. Porter visited the tax assessor's office and asked a series of questions regarding the potential sale of her property to Atkinson Developments, LLC. She informed Eddie Tolbert that she was over 65 years old, and it was her understanding that she could sell the property without a conservation use breach. She was informed that due to these circumstances, she could sell the property without penalty, and she was "good to go." She again inquired if she would be penalized and was told, "you are good to go and sell." She then asked if she was required to sign documentation and was again told, "you are good to go and sell." In reliance upon this meeting, Ms. Porter sold her property under the belief she would have a non-penalty breach as discussed.

On April 22, 2022, Sarah H. Porter sold her property to Atkinson Developments, LLC. On July 11, 2023, she received a call from the Tax Commissioner. After discussing the matter with her, she was transferred to the Tax Assessor who informed her verbally she had breached her conservation use covenant. She has not received any communication in writing regarding this matter, or been given a time period to appeal any decision made regarding her alleged breach as required by O.C.G.A. section § 48-5-7.4(k.1):

"(k.1) In the case of an alleged breach of the covenant, the owner shall be notified in writing by the board of tax assessors. The owner shall have a period of 30 days from the date of such notice to cease and desist the activity alleged in the notice to be in breach of the covenant or to remediate or correct the condition or conditions alleged in the notice to be in breach of the covenant. Following a physical inspection of property, the board of tax assessors shall notify the owner that such activity or activities have or have not properly ceased or that the condition or conditions have or have not been remediated or corrected. The owner shall be entitled to appeal the decision of the board of tax assessors and file an appeal disputing the findings of the board of tax assessors. Such appeal shall be conducted in the same manner that other property tax appeals are made pursuant to Code Section 48-5-31 I. If the final determination on appeal to superior court is to reverse the decision of the board of tax assessors to enforce the breach of the covenant, the taxpayer shall recover costs of litigation and reasonable attorney's fees incurred in the action."

Tax Assessor representative, Eddie Tolbert addressed the Board. Tolbert gave the Board a copy of Rule 560-11-6-.04 Applications for conservation use property:

- (8) When property receiving current use assessment and subject to a conservation use covenant is transferred to a new owner and the new owner fails to apply for continuation

of the current use assessment on or before the deadline for filing tax returns in the year following the year in which the transfer occurred, such failure may be taken by the board of tax assessors as evidence that a breach of the covenant has occurred. In such event the board of tax assessors shall send to both the transfer or and the transferee a notice of the board's intent to assess a penalty for breach of the covenant. The notice shall be entitled "Notice of Intent to Assess Penalty for Breach of a Conservation Use Covenant".

Tolbert stated he first met with Ms. Porter in April 2022 to discuss options to sell land she currently had in the CUVA program. He explained her option to get out of her conservation agreement based on her age, and that if she chose this option, she would begin paying fair market value on her property. Per Tolbert, Ms. Porter declined this option. She informed him that she wanted to sell 20 acres of her 35-acre tract. Tolbert informed her if she sold 20 acres from her 35-acre parcel, that it would be enough acreage to qualify it to be a stand-alone parcel as a CUVA piece. However, the new owner would need to qualify for CUVA the same way she did. Failure of the new owner to continue the CUVA would result in a breach. This breach would fall back on the original property owner because they signed the original agreement stating the total acreage would remain in conservation untouched for 10 years. In Ms. Porter’s case, the new property owner failed to continue the conservation on their 20-acre tract which resulted in a breach.

Ms. Porter stated her husband previously handled the conservation use on their property and that she didn’t know much about the program. She also said that when she sold the land, she had no intention of defrauding the county. She visited the Tax Assessor’s office to see what steps she needed to take to sell her land and was told she was good to go. Ms. Porter said she was not made aware that the new owner had to continue the conservation on the 20-acre parcel she sold.

Motion by Commissioner von Hanstein, Seconded by Commissioner Kurtz to approve the refund for the amount of the penalty paid, except for the difference between the current use valuation and fair market valuation of the year of the breach. Commissioner Harris voted in favor of the motion and Commissioner McCormack voted against the motion. Motion Passed 3-1.

ALCOHOLIC BEVERAGE LICENSE FOR THE GENERAL STORE AT 4420 BUCKHEAD ROAD

The General Store at 4420 Buckhead Road has been sold to a new owner, Mohammad Farid. He has applied for a business license and has applied for his alcoholic beverage license. Mr. Farid has met all of the requirements to qualify for an alcoholic beverage license.

Motion by Commissioner Kurtz, Seconded by Commissioner McCormack to approve the alcoholic beverage license for the General Store. Motion Passed Unanimously.

PROPERTY TO DECLARE SURPLUS

PROPERTY TO BE DECLARED SURPLUS AND SOLD

DESCRIPTION	DEPT
2018 Ford F150: VIN: 1FTMF1EB4JFE69350	Public Works
2012 Ford E350 Van VIN: 1FBNE3BL9CDA61090	Ag. Extension
2015 Dodge Charger VIN: 2C3CDXAT3FH890652	Sheriff's Office
2015 Dodge Charger VIN: 2C3CDXAT1FH890651	Sheriff's Office
2015 Dodge Charger VIN: 2C3CDXAT2FH759907	Sheriff's Office
2003 Ford Crown Vic VIN: 2FAFP71W34X124682	Sheriff's Office
2011 Chevy Tahoe VIN: 1GNLG2E04BR261341	Sheriff's Office
2012 Chevy Tahoe VIN: 1GNLC2E04CR188781	Sheriff's Office
2008 Ford Expedition VIN: 1FMFK15598LA80452	Sheriff's Office
2011 Ford Expedition VIN: 1FMJU1G55BEF36766	Sheriff's Office
2016 Ford F150 VIN: 1FTFX1EF1GFB29588	Planning
2011 Ford F150 VIN: 1FTFW1CF4BFD15608	Animal Services

Motion by Commissioner McCormack, Seconded by Commissioner von Hanstein to approve the items to be declared surplus and sold/disposed of. Motion Passed Unanimously.

PUBLIC COMMENTS ON AGENDA ITEMS

Robert Bailey, Morgan County Resident and County Chief Appraiser commented on the Porter tax refund request.

JoEllen Artz, a Rutledge resident commented on the Porter tax refund request.

COMMISSIONER COMMENTS

Commissioners made comments and gave updates on Liaison assignments.

MOTION by Commissioner McCormack, seconded by Commissioner Harris to exit regular session at 6:26 p.m. Motion Passed Unanimously.

EXECUTIVE SESSION- POTENTIAL LITIGATION

MOTION by Commissioner McCormack, seconded by Commissioner Harris to enter Executive Session to discuss potential litigation at 6:35 p.m. Motion Passed Unanimously. (Original signed Affidavit in Executive Session Legal Requirement Book).

MOTION by Commissioner Harris, seconded by Commissioner Kurtz to exit Executive Session and adjourn at 7:49 p.m. Motion Passed Unanimously.

Ben Riden, Jr., Chairman

ATTEST:

Leslie Brandt, County Clerk



STAFF REPORT

MORGAN COUNTY PLANNING COMMISSION

PETITION FOR: VARIANCE-REGULATIONS FOR FAMILY BURIAL PLOTS

Property location:	1181 Guinn Road
Property tax parcel:	043-079
Acreage:	2.94 acres
Applicant:	Horace Guinn
Property Owner:	Horace Guinn
Existing Use:	Single Family Dwelling
Variance:	Single Family Dwelling with family cemetery

Summary



Horace Guinn is requesting a variance to the regulations for a family burial plot. The applicant wants to locate the cemetery on a small part of his 2+ acre parcel that was divided when Guinn Road was installed. The section of the parcel, labeled with the red star, is .75 acres.



The applicant owns three parcels for a total of 19.95 acres. He also lists another 1 acre land-locked parcel on his application, although the Tax Assessors show it is owned by another person (also a Guinn).

The parcels are oddly shaped with 2 streams, making it impossible for the applicant to meet the regulations for setbacks associated with family burial plots. The ordinance language, recently updates, requires 200' from water, 100' from any residence, 50' from any other structure, and 50' from any property line. The proposed area for the cemetery contains a tool shed and has an encroaching manufactured home from the adjacent parcel. However, the applicant says the .75 acre area, due to size and location, is basically useless for anything else.

The applicant's surveyor provided two drawings, one showing what was requested and one showing the property with the required setbacks.



Both drawings are attached to this staff report.

The diagram shown at left is the depiction of the cemetery size if the setback were met, showing 50' from property lines and from the tool shed, and 100' from the encroaching manufactured home. The result is a triangle that is, perhaps, 10' across at the top.

The requested variances are to allow the tool shed to be inside the cemetery and a 50' setback from the manufactured home. He is also requesting a 5' property line setback on the entire periphery of the property, excepting where the manufactured home encroaches. This would leave a .48 acre cemetery. The applicant questioned why a large setback was necessary from the road when other cemeteries in the county are near roads. These requests, however, vary every setback in the family burial plot ordinance, with the exception of the water setback, which doesn't apply. The parcel is also smaller than the required 5 acres.



Complicating the conversation about a family cemetery is that the Guinn family already has a family cemetery 1,000 feet from the proposed cemetery, marked with the pink cross on the aerial photo. The Guinn Family Cemetery is .4 acres and was included in the 2007 Morgan County Cemetery Survey. The applicant admitted that the cemetery was supposed to be utilized by his family, but indicated that it was not feasible now. Staff asked if it would be possible to enlarge the existing cemetery, which

already does not meet the regulations, but was created prior to the creation of the family burial plot ordinance. The applicant indicated that was not possible.

Criteria for Consideration

From the Morgan County Zoning Ordinance. Section 20.3.1, Required Findings for Variance Approval:

1. There are extraordinary and exceptional conditions pertaining to the property because of shape, size or topography and there is no feasible alternative; circumstances surrounding the request are not the result of acts of previous owners or of the applicant;
2. The literal interpretation of the provisions of this ordinance would create an unnecessary hardship or practical difficulty that renders it impossible to carry out the provisions of this ordinance. Such hardship does not include a financial hardship in that if the variance were granted, the applicant could receive a higher rate of financial return on the use of the property and without the variance, a lesser but still reasonable return could be realized;
3. The variance requested is the minimum variance that will make possible the proposed use of the land, building or structure in the zoning district in which the development is proposed. The use must be permitted in the zoning district where proposed; and
4. Relief, if granted, will be in harmony with the purpose and intent of these regulations and will not be injurious to the neighborhood or general welfare in such a manner as will interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.

Staff Comments

Although the request is understandable, granting it would set a precedent. The applicant requested what he preferred but is amenable to changes suggested by the boards to enlarge setbacks if a useable area is left for the burial plot.



MORGAN COUNTY PLANNING COMMISSION

Submit to: Morgan County Planning & Development
150 E. Washington Street, Suite 200
Madison, Georgia 30650

APPLICATION FOR ZONING ACTION: CONDITIONAL USE

Applicant Information (same as owner Yes ☐ No ☐)

Name: Horace Guinn
Address: 1181 Guinn Rd.
Madison Ga 30650
Phone: (770) 601-3382
Fax: _____
Email: Hguinn@Pike.com

Property Information

Address: 1181 Guinn Road
Tax Parcel: 043-079 043-072A,
Zoning Designation: AR 043-074
Acreage: 2.01 043-072
In Conservation Use: Yes ☐ No ☒
State Waters on Property: Yes ☐ No ☒

Submission of inaccurate information may be cause for denial of the request or, if discrepancies are realized after the approval for the petition or issuance of the relevant local permits, cause for the revocation of the approval and any related permits by the Board of Commissioners. The following documents must be submitted with this application prior to the application deadline. **Partial applications will not be accepted.**

1. Written description of your request in letter format, addressed to the Morgan County Planning Commission. The description must meet the requirements of Section 21.2.2.
2. Recorded plat of property. A deed may not be submitted in lieu of a recorded plat.
3. Concept plan or site plan. See Section 21.2.2 of the Morgan County Zoning Ordinance for plan requirements. Hand drawn plans will not be accepted.
4. Payment of appropriate fee (please make checks payable to Morgan County).

The documents listed above are the minimum requirements. Location within a Watershed or Groundwater Recharge Area may require additional documentation. Staff may require additional information depending on the nature of the Conditional Use request. All submitted documents are public records and subject to Open Records Law.

Staff is not responsible for providing any of the information or documents necessary for this application. Deadlines for submittal will not be waived. Please see attached for a copy of Chapter 21 from the Morgan County Zoning Ordinance.

Has applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application? Yes ☐ No ☐ If yes, please complete contribution affidavit.

I have received and reviewed the application procedures and all applicable criteria in Chapter 21 of the Morgan County Zoning Ordinance and associated regulations for the above requested Conditional Use. I understand that, should this request be approved, I am not exempt from needing further approvals or permits, depending on the nature of my request. I hereby claim that this application fulfills said procedures and meets the criteria for approval.

Applicant Signature: _____

Horace Guinn

Date: _____

07/24/2023

Date: 7/23/2023

T0: Morgan County Planning Commission

Written description of request for a variance.

I am Horace Guinn. I have lived in Morgan County, my whole life. I am 70 years old and have lived on this property for 60 years. My wife and I want to be laid to rest on this land. I own 20 acres here and all of it has a creek or 2 on it or a well. We need the enclosed variances to be able to have a cemetery plot. My neighbors have agreed on all the measurements. The road dead ends at my barn, and will never be widened for any reason.

Thank you much.

Horace Guinn 07/24/2023
Horace Guinn Date:



Date: 7/23/2023

T0: Morgan County Planning Commission

Written description of request for a variance.

I am requesting a variance on standard requirements for a family cemetery.

- 1. The ordinance reads that the cemetery should be part of at least a five acre tract. Technically it is part of a 2.94 acre tract. However I own more than 20 acres adjoining the 2.94 acre tract. I've just never combined them into one tract. If I had it would be over 20 acres. See attached sheet 1 of 3.**
- 2. A drawing is shown that the standard setbacks: 50' from a property line, road R/W and a shed, and a 100' setback from a dwelling does not leave enough room for a cemetery. See attached sheet 2 of 3.**
- 3. We are requesting what would give us maximum area for the cemetery.**
 - Road R/W – 5' setback**
 - Adjoining property – 5' setback (adjoiners have agreed to this)**
 - Shed – 5' setback**
 - Dwelling – 50' setback (adjoiner has agreed to this)**
 - See attached sheet 3 of 3.**
- 4. Allow the small shed shown to stay as a tool shed for cemetery maintenance.**
- 5. If you cannot grant this setback request could you grant setbacks that would allow for a enough space for a small family cemetery. The property across the road has several creeks and locating a cemetery on it would be difficult.**

 
Horace Guinn **Date:**


Date: 7/23/2023

T0: Morgan County Planning Commission

Written description of request for a variance.

I am requesting a variance on standard requirements for a family cemetery.

- 1. The ordinance reads that the cemetery should be part of at least a five acre tract. Technically it is part of a 2.94 acre tract. However I own more than 20 acres adjoining the 2.94 acre tract. I've just never combined them into one tract. If I had it would be over 20 acres. See attached sheet 1 of 3.**
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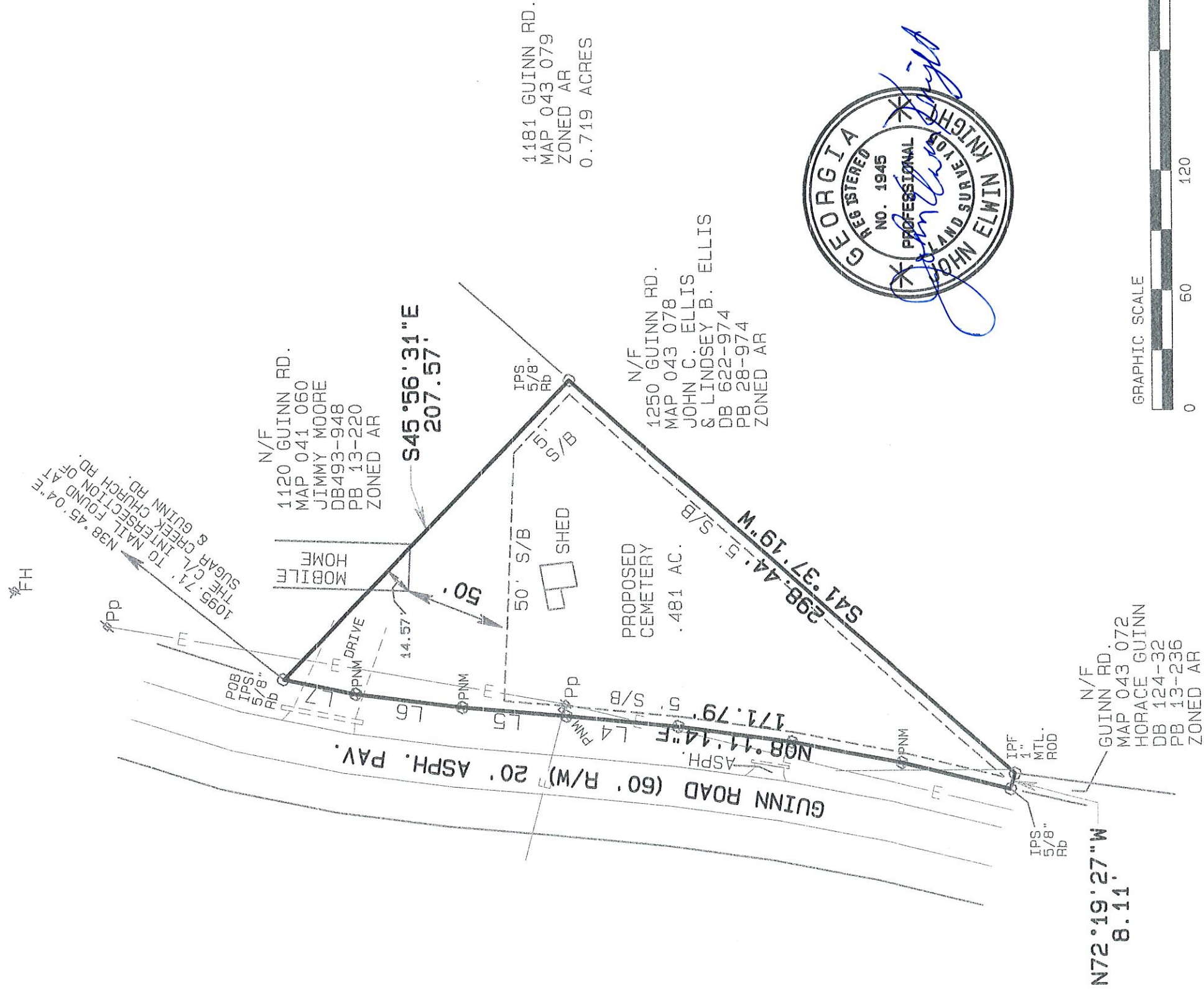

Horace Guinn


Date:

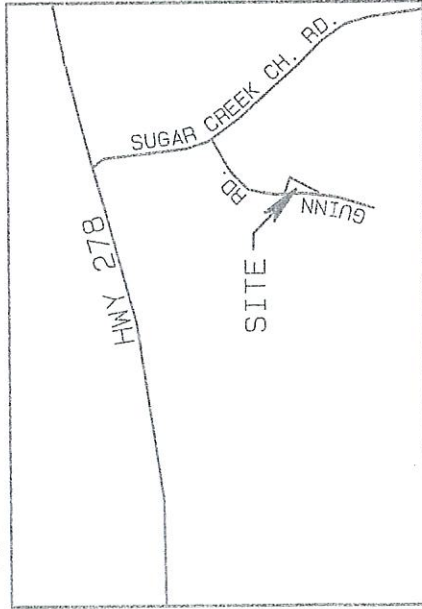
LEGEND

- IPS IRON PIN SET
- IPF IRON PIN FOUND
- Pp POWER POLE
- Rd REBAR
- PNM POINT NOT MONUMENTED
- POB POINT OF BEGINNING
- FH FIRE HYDRANT

LINE	BEARING	DISTANCE
L1	N13°57'37"E	55.74'
L2	N10°56'25"E	56.59'
L3	N08°02'27"E	57.72'
L4	N05°34'33"E	56.81'
L5	N05°02'46"E	52.42'
L6	N07°24'22"E	53.87'
L7	N11°41'28"E	36.73'



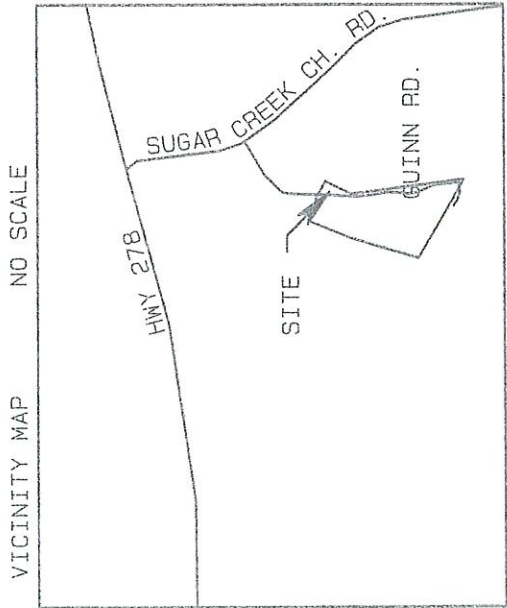
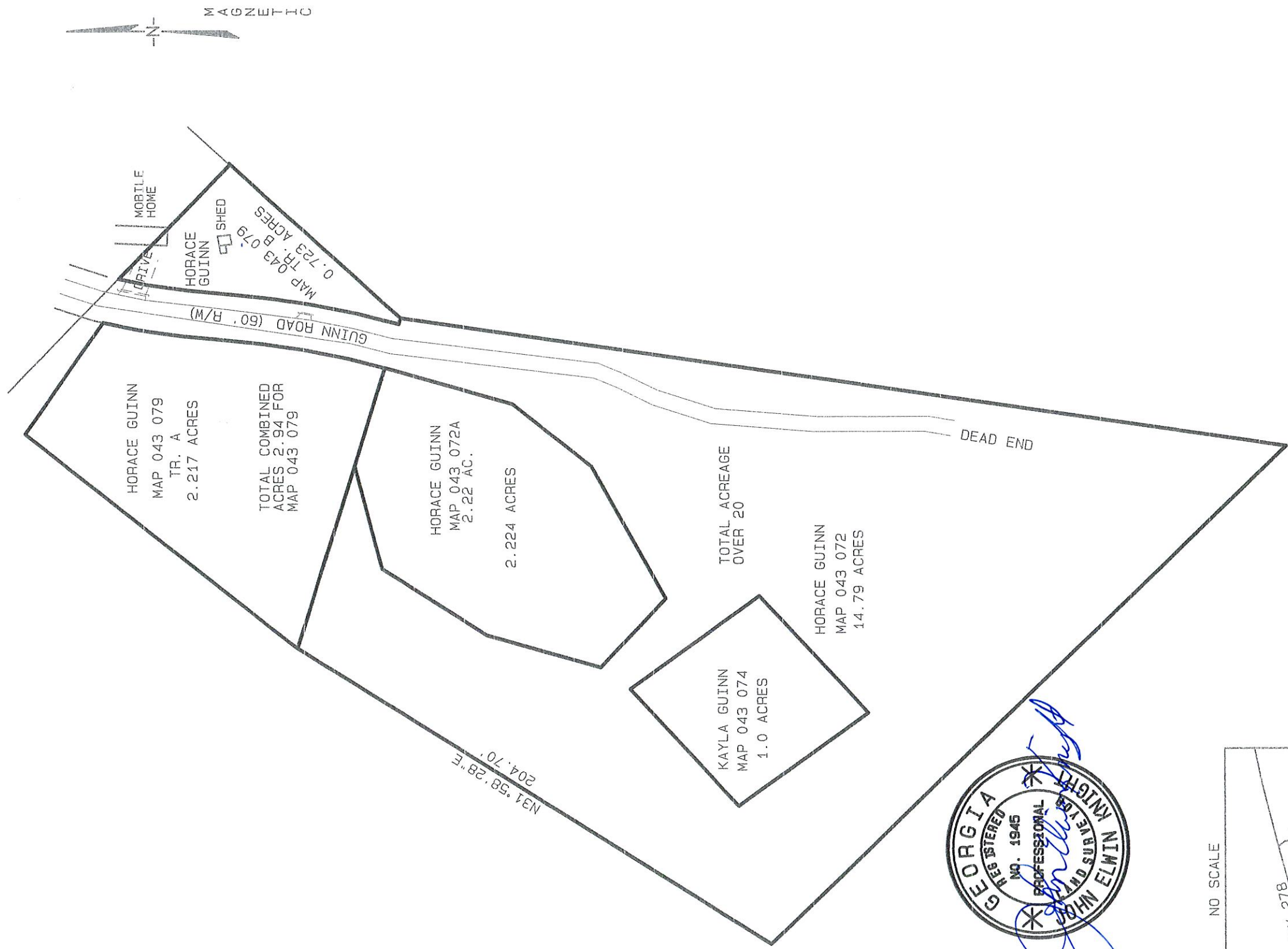
VICINITY MAP NO SCALE



PROPOSED CEMETERY LAYOUT
WITH REQUESTED SETBACK VARIANCES
SUBJECT TO COUNTY APPROVAL FOR: HORACE GUINN

SHEET 3 OF 3

Scale: 1"=60	LAND DISTRICT 4 LAND LOT 357 GMD 279
Date: 7/24/2023	MORGAN COUNTY, GEORGIA
Revised:	Drawn By: B.R.W.
Job:	Surveyor: JOHN ELWIN KNIGHT GA. R.L.S. #1945



LAYOUT OF PROPERTY OWNED BY:		SHEET 1 OF 3
HORACE GUINN		
Scale: 1"=150	LAND DISTRICT 4 LAND LOT 357 GMD 279	
Date: 7/24/2023	MORGAN COUNTY, GEORGIA	
Revised:	Drawn By: B.R.W.	
Job:	Surveyor: JOHN ELWIN KNIGHT GA. R.L.S. #1945	



STAFF REPORT

MORGAN COUNTY PLANNING COMMISSION

PETITION FOR: CONDITIONAL USE – ZOO FACILITY

Property location:	1761 Monticello Highway
Property tax parcel:	037D-014, 038-003A, 038-002A
Acreage:	436.5 acres (county only)
Applicant:	Georgia Safari & Conservation Park
Applicant's Agent:	
Property Owner:	J&J Safari Land, LLC, J&J Conrads Farm, LLC & J&J Clack Tract, LLC
Existing Use:	Zoo Facility construction underway
Proposed Use:	Zoo Facility

Summary

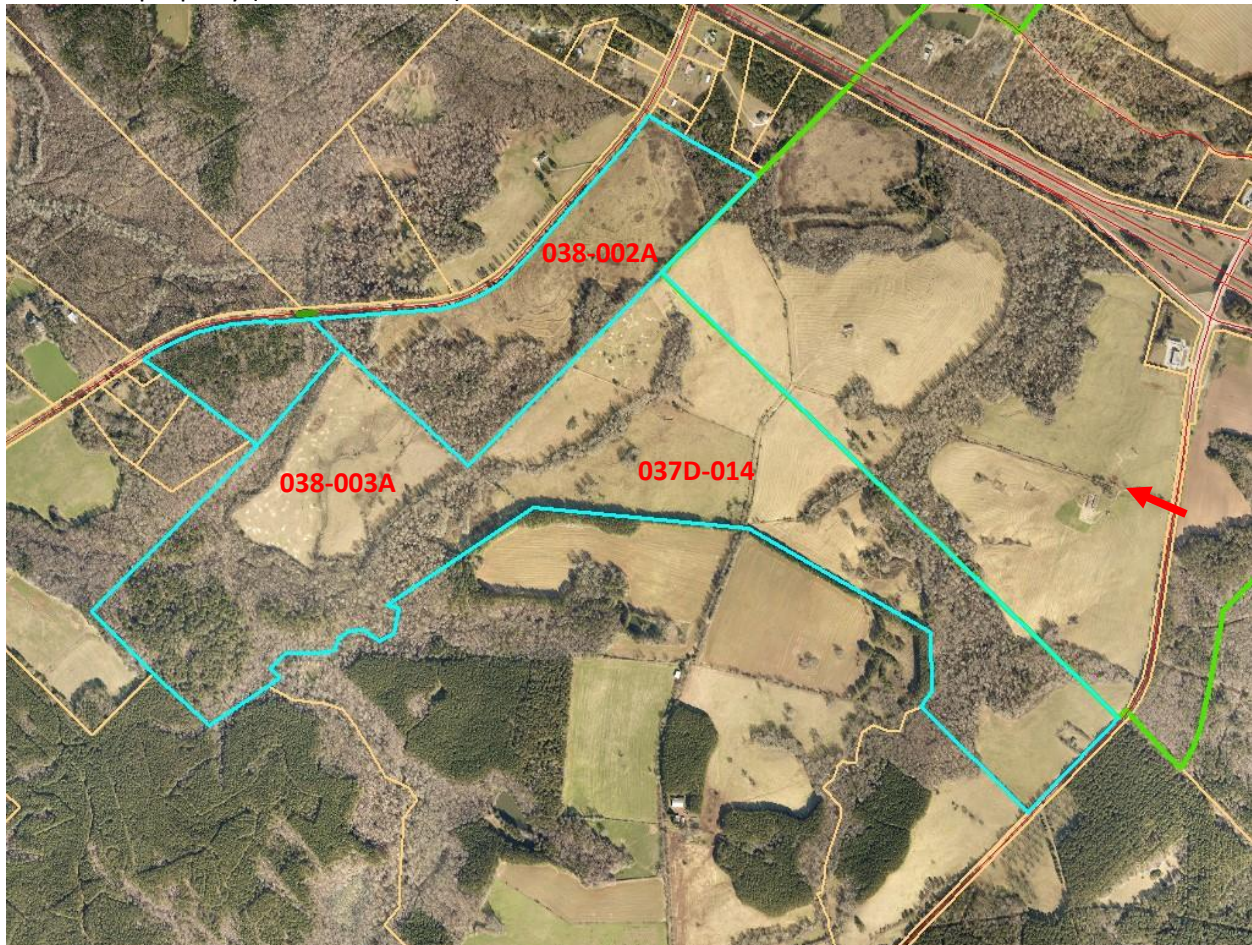
Zoo Facilities were first discussed by the Morgan County Planning Commission when the text amendment to add regulations and a conditional use application for the first proposed zoo location on south Highway 83, near Williams Dairy, were heard in June of 2013. In subsequent years, the zoo team requested additional ordinance language and a different location. In 2017, and again in 2020, the applicant was granted an extension on their conditional use approvals to prevent yearly applications. The conditions set to prevent the need for re-application included that Phase 1 of the walk-through park and of the safari had to be open to the public.

The applicant received building permits in 2021 but changed course due to research and funding. Building permits were issued in 2023 and construction of the giraffe and rhino barn is actively underway. Lodging, as well as the main lodge with eating facility, is expected to be completed in October. The entrance has been moved north on Highway 83, although the long-term plan is to eventually utilize the originally planned entrance. The applicant intends to open the safari park and a reduced size walk-through park, with 6 lodging units in January 2024. However, their conditional use approval is expiring.

The applicant is requesting that their conditional use for a zoo facility be approved with the same conditions placed on their last approval in 2020:

1. Allow a delay in the parking lot paving until the end of phase one.
2. Elimination of the barbed wire requirements for the perimeter fence;
3. Allow use of regular cattle fence where domestic animals will be kept;
4. Allow the use of existing buffers not located on the applicant's property; if existing buffers are removed, a compliant buffer must be installed immediately;
5. Allow planting of buffers as phases develop; allow use of seedlings. If seedling size is not compliant when a new phase opens, the buffer must be brought into compliance. The buffer installation between the zoo property and the adjacent property (037D-014Z) may wait until the adjacent property is sold or developed (with the exception of Phase 1).

6. No public entrance be allowed on Clack Road;
7. Written permission be given from neighbors regarding the use of buffers;
8. Amend the emergency plan to include notification to City of Madison authorities in the event of an animal escape.
9. Lodging is limited to 80 units.
10. The safari park must be approved and under construction prior to the commencement of construction of the walk-through zoo and lodging, which may be constructed concurrently.
11. Require a 100' setback with a 50' planted buffer along the property line adjacent to residential property (1390 Clack Road).



The three county parcels are outlined in blue. The new entrance is indicated by the red arrow.

Excerpts from Previous Applications - 2020

Excerpt from August 27, 2020 Planning Commission Minutes

- I. William Killmer, on behalf of the Georgia Safari Conservation Park, is requesting conditional use approval for a zoo facility for approximately 436 acres located at 1881 Monticello Highway (Tax Parcels 038-002A, 038-003A, 037D-014).
- II. William Killmer, on behalf of the Georgia Safari Conservation Park, is requesting

A variance to the time limitation for approval in Section 21.5.8 of the Morgan County Zoning Ordinance for property located at 1881 Monticello Highway (Tax Parcels 038-002A, 038-033A, 037D-014).

No Staff Report was presented. The Chairman invited the applicant to present his applications. William Killmer explained that the requests were identical to those requested in 2017, including all conditions assigned to the prior approval. He noted the 3-year variance request included 18 months for funding acquisition and an 18 month build-out period. He introduced the project's new partner, John Beasley, who spoke briefly about his previous experience with Wakefield Beasley Architects and his reasons for joining the project team. The Planning Commission asked Mr. Beasley questions about his experience with zoos. Mr. McMahon questioned why the master plan submitted by the applicant with previous applications (Staff clarification: no plan was submitted with the current application) included a public entrance on Clack Road when one of the conditions assigned to the existing conditional use approval was only for a service entrance. Mr. Killmer explained that the current request was only for the service entry and described the possibility of seeking a public entrance in the future. He confirmed he was not taking a firm stance regarding the Clack Road entrance due to the uncertainty of future phasing.

Greg Hampton spoke in favor of the applications and explained his role as a volunteer with the project. He noted the positive impact association with the project has had on his special needs son.

Ed Price, 1921 Clack Road, spoke in opposition to the applications and stated the applicants should not be allowed more time on the project, as he felt they had failed to follow through on past assurances. He inaccurately stated that the county had changed the zoning designation of properties on Clack Road, thereby increasing residential density, and accused the Boards of irresponsible governance of the zoning ordinance related to time extensions. He noted his objections to an entrance on Clack Road, lighting and noise. He questioned why vegetative buffers had not already been planted and why building plans had not been submitted. He requested that the Planning Commission recommend denial of the application for a conditional use, which would require the applicant to come back after 12 months to request approval again.

Andrew Arnold, 1051 Thankful Road, spoke in opposition to the applications and identified himself as a new resident to the area. He requested that the applications be denied so he and other residents could participate in the future review process.

The Chairman closed public comments.

The Planning Commission discussed Mr. Price's accusation related to higher density zoning. A member of the public interrupted the Planning Commission's discussions. The Chairman instructed the person to identify himself.

Hunter Jones, 1451 Clack Road, expressed concerns about hunting on his land across Clack Road from the proposed zoo property. The Chairman allowed Mr. Killmer to address the speaker, who assured him that there would be no issues with hunting on nearby properties, provided proper hunting rules are observed. An unidentified woman with Mr. Hunter spoke from

the audience and expressed fears of being attacked by zoo animals. Mr. Killmer explained fencing requirements.

The Chairman again announced that public comments were closed.

Mr. McMahon expressed concern about the inclusion of an entrance on Clack Road despite the condition against it. Mr. Mundrick and Ms. Booth addressed Mr. Killmer, admonishing him to consider another way to access the rear of the property. Ms. Heard asked Staff about the concept plan and how the entrance shown would be addressed in light of the condition. Staff responded that the concept plan was previously approved as part of the application, but the conditions applied would mitigate what was shown. Ms. Craft expressed concerns about the length of time, noting the generosity of the past variance, and cautioned against continued variances. Ms. Dartnell asked Staff for an explanation of how the applicant could proceed without the variance.

Motion: Mr. Mundrick made a motion to recommend approval of the conditional use request for a zoo facility on a total of 436 acres located at 1881 Monticello Highway as presented, with all previous conditions.

Second: Ms. Booth

Vote: 7:0 The vote to recommend approval of the conditional use application for a zoo facility at 1881 Monticello Highway, with all previous conditions, was unanimous.

Motion: Mr. Mundrick made a motion to recommend approval of the variance to the time limitation for approval in Section 21.5.8 for a period of 18 months.

Mike Conrads interrupted to ask if the motion could be changed to 18 months if a building permit had not been issued; if so, then add an additional 18 months. Mr. Mundrick did not change the motion.

Second: Ms. Craft

Vote: 6:1 The vote to recommend approval of the variance request related to time limitation for 18 months was approved. Mr. McMahon dissented.

Excerpt from September 1, 2020 Board of Commissioners Minutes

WILLIAM KILLMER, ON BEHALF OF THE GEORGIA SAFARI CONSERVATION PARK, IS REQUESTING A CONDITIONAL USE APPROVAL FOR A ZOO FACILITY FOR APPROXIMATELY 436 ACRES LOCATED AT 1881 MONTICELLO HIGHWAY (TAX PARCELS 038-002A, 038-003A, 037D-014).

William Killmer, on behalf of The Georgia Zoo, LLC, is requesting conditional use approval to operate a zoo facility on approximately 436 acres in the unincorporated county.

Senior Planner, Tara Cooner stated this request is for a continuation of a conditional use that was approved by the BOC in 2017 to include the existing conditions that were set in 2017.

They are also requesting a 3-year variance to the time limitation. The 3-year variance request is based on 18 months for funding and 18 months for the build out.

The Planning Commission voted unanimously to approve the conditional use request for the zoo facility located at 1881 Monticello Highway with the same conditions that were assigned to the approval in 2017.

Conditions approved with the conditional use from the 10-03-2017 BOC meeting:

1. Allow a delay in the parking lot paving until one year after phase one opens
2. Elimination of the barbed wire requirements for the perimeter fence;
3. Allow use of regular cattle fence where domestic animals will be kept;
4. Allow the use of existing buffers not located on the applicant's property; if existing buffers are removed, a compliant buffer must be installed immediately;
5. Allow planting of buffers as phases develop; allow use of seedlings. If seedling size is not compliant when a new phase opens, the buffer must be brought into compliance. The buffer installation between the zoo property and the adjacent property (037D-014Z) may wait until the adjacent property is sold or developed (with the exception of Phase 1).
6. No public entrance be allowed on Clack Road;
7. Written permission be given from neighbors regarding the use of buffers;
8. Amend the emergency plan to include notification to City of Madison authorities in the event of an animal escape.
9. Lodging is limited to 80 units.
10. The safari park must be approved and under construction prior to the commencement of construction of the walk-through zoo and lodging, which may be constructed concurrently.
11. Require a 100' setback with a 50' planted buffer along the property line adjacent to residential property (1390 Clack Road).

The opening of both the phase 1 safari park and the phase 1 walk-through park will be used as an end date for conditional use re-approvals, providing that phase one meets the intent of the presented project. The project, after phase 1 opens, must continue to meet the intent of the presented project. Any variation from the presented intent will require further approval.

Cooner also stated, the Planning Commission voted 6-1 to grant an 18-month variance. After the vote, Mike Conrads requested a provision to the Planning Commissions vote, that if construction was under way at the 18-month mark, the approval could be automatically extended an additional 18 months without reapplication. The Planning Commission did not include the provision in their vote.

Commissioner Riden expressed concern regarding the ability to obtain funding.

Chairman von Hanstein allowed proponents to speak:

Mike Conrads, Morgan County resident and partner of the zoo project, stated they are not asking for changes to the original conditional use. All members on their team want the project to be completed sooner than later. They have invested hard dollars into the project and are ready to have it completed.

Bill Killmer, Morgan County resident and partner of the zoo project, spoke in favor of the project and introduced Brandy Anderson of Marietta and John Beasley of Marietta.

John Beasley, of Marietta and partner of the zoo project, stated he first got involved in the project assisting with the project design. Later on, he became a partner and is committed to the project.

Commissioners then questioned if extending the variance time limitation to 18 months would be enough or if three years would be acceptable.

Planning Director, Chuck Jarrell addressed the Boards concern. Jarrell stated a precedence was set in 2017 when the Board extended the time limitation three years. He felt it would be understandable to extend another three years, given the time it takes for a project like this.

Chairman von Hanstein allowed opponents to speak:

Ed Price, Morgan County resident stated he has no issue with the conditional use staying in place. However, he is concerned about the possible disturbance to residents on Clack Road. Price stated the petitioners seem to have an entrance on Clack Road in their plans. He requested the Board add structures that would have public access be located closer to Hwy. 83 rather than Clack Road to help alleviate noise and light concerns.

MOTION by Commissioner Ainslie, seconded by Commissioner Harris to approve the conditional use for the zoo facility located at 1881 Monticello Highway to include the conditions that were approved in 2017 by the BOC. Unanimously Approved.

WILLIAM KILLMER, ON BEHALF OF THE GEORGIA SAFARI CONSERVATION PARK, IS REQUESTING A VARIANCE TO THE TIME LIMITATION FOR APPROVAL IN SECTION 21.5.8 OF THE MORGAN COUNTY ZONING ORDINANCE FOR PROPERTY LOCATED AT 1881 MONTICELLO HIGHWAY (TAX PARCELS 038-002A, 038-003A, 037D-014).

Senior Planner, Tara Cooner, discussed the variance request for the zoo facility with the previous item, conditional use request.

This request is for a 3-year variance to the time limitation. The request is based on 18 months for funding and 18 months for the build out.

Chairman von Hanstein allowed proponents to speak:

Mike Conrads spoke in favor of the variance request. Conrads stated the extra time is needed so they do not have to come back in the middle of construction to request more time from the Board. They are asking for three years, but only if the building permit is obtained in the next 18 months.

Greg Hampton, Covington resident, spoke in favor of the variance. Hampton stated he works on the property. He has seen the excitement of children visiting the site, even without much on the property yet. He stated the zoo would be a blessing to the community.

Bill Killmer also informed the Board they are collaborating with the veterinarian school at the University of Georgia on a project.

Chairman von Hanstein allowed opponents to speak:

Ed Price, Morgan County resident, spoke against the variance request and stated after six and a half years with no construction shown, another 3-year extension seems excessive.

MOTION by Commissioner Harris, seconded by Commissioner Ainslie to approve the variance request for 18 months, that will extend an additional 18 months only if a building permit is obtained and twice a year updates are required. Motion passed 3-1 with Commissioner Milton voting in favor of the motion and Commissioner Riden voting against.

Criteria for Consideration

Section 21.3.1 Required Findings from Conditional Use Approval from the Morgan County Zoning Ordinance (Staff comments in blue):

1. The proposed use is suitable in view of the use of adjacent and nearby property and the proposed use will not affect the existing uses or usability of adjacent or nearby uses;

2. The proposed use will not cause an excessive or burdensome use of public facilities or services, current or planned, including but not limited to transportation facilities, utilities, educational facilities or public safety;
3. Off street parking and loading will be adequate, ingress and egress are suitable and safe, and vehicular traffic and pedestrian movement on adjacent streets is not substantially hindered;
4. Adequate provision is made by the applicant to reduce any adverse environmental impacts of the proposed use; and
5. The hours and manner of operation, including noise, lighting, glare, odor, site design and scale are consistent with adjacent and nearby uses, as long as the manner of operation complies with all applicable ordinances and does not constitute a nuisance to nearby and adjacent properties.

Staff Comments

A precedent has been set with the applicant's numerous approvals in the past. The project is under construction and planned to start accepting reservations for the safari park in August, with intentions in open to the public in early 2024.



MORGAN COUNTY PLANNING COMMISSION

Submit to: Morgan County Planning & Development
150 E. Washington Street, Suite 200
Madison, Georgia 30650

APPLICATION FOR ZONING ACTION: CONDITIONAL USE

Applicant Information (same as owner Yes ☐ No ☒)

GSCPULC - Name: Georgia Safari Conservation Park
Address: 1761 Monticello Hwy
Madison GA 30650
Phone: 706-342-4296
Fax: N/A
Email: BKILLMER@GEORGIASAFARI.com

Property Information

Address: 1761 Monticello Hwy. MADISON GA
Tax Parcel: 03TD-01A, 01A2, 038-003A, 038-002A
Zoning Designation: AG
Acreage: ~~3.0~~
In Conservation Use: Yes ☐ No ☒
State Waters on Property: Yes ☒ No ☐

Submission of inaccurate information may be cause for denial of the request or, if discrepancies are realized after the approval for the petition or issuance of the relevant local permits, cause for the revocation of the approval and any related permits by the Board of Commissioners. The following documents must be submitted with this application prior to the application deadline. **Partial applications will not be accepted.**

1. Written description of your request in letter format, addressed to the Morgan County Planning Commission. The description must meet the requirements of Section 21.2.2.
2. Recorded plat of property. A deed may not be submitted in lieu of a recorded plat.
3. Concept plan or site plan. See Section 21.2.2 of the Morgan County Zoning Ordinance for plan requirements. Hand drawn plans will not be accepted.
4. Payment of appropriate fee (please make checks payable to Morgan County).

The documents listed above are the minimum requirements. Location within a Watershed or Groundwater Recharge Area may require additional documentation. Staff may require additional information depending on the nature of the Conditional Use request. All submitted documents are public records and subject to Open Records Law.

Staff is not responsible for providing any of the information or documents necessary for this application. Deadlines for submittal will not be waived. Please see attached for a copy of Chapter 21 from the Morgan County Zoning Ordinance.

Has applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application? Yes ☐ No ☒ If yes, please complete contribution affidavit.

I have received and reviewed the application procedures and all applicable criteria in Chapter 21 of the Morgan County Zoning Ordinance and associated regulations for the above requested Conditional Use. I understand that, should this request be approved, I am not exempt from needing further approvals or permits, depending on the nature of my request. I hereby claim that this application fulfills said procedures and meets the criteria for approval.

Applicant Signature: [Signature] CEO Date: 8-7-2023

Georgia Safari Conservation
Park

8/7/23
[Signature]
MANAGER TJT SAFARI LAND, LLC.
MICHAEL C. CONRAD

P.O. BOX 1299
MADISON, GA 30650



706 342 4296
GEORGIA SAFARI.COM

Morgan County
Planning Commission
150 E Washington Street
Suite 200
Madison, GA 30650

August 7, 2023

Letter of Intent: 1761 Monticello Hwy

To Whom It May Concern:

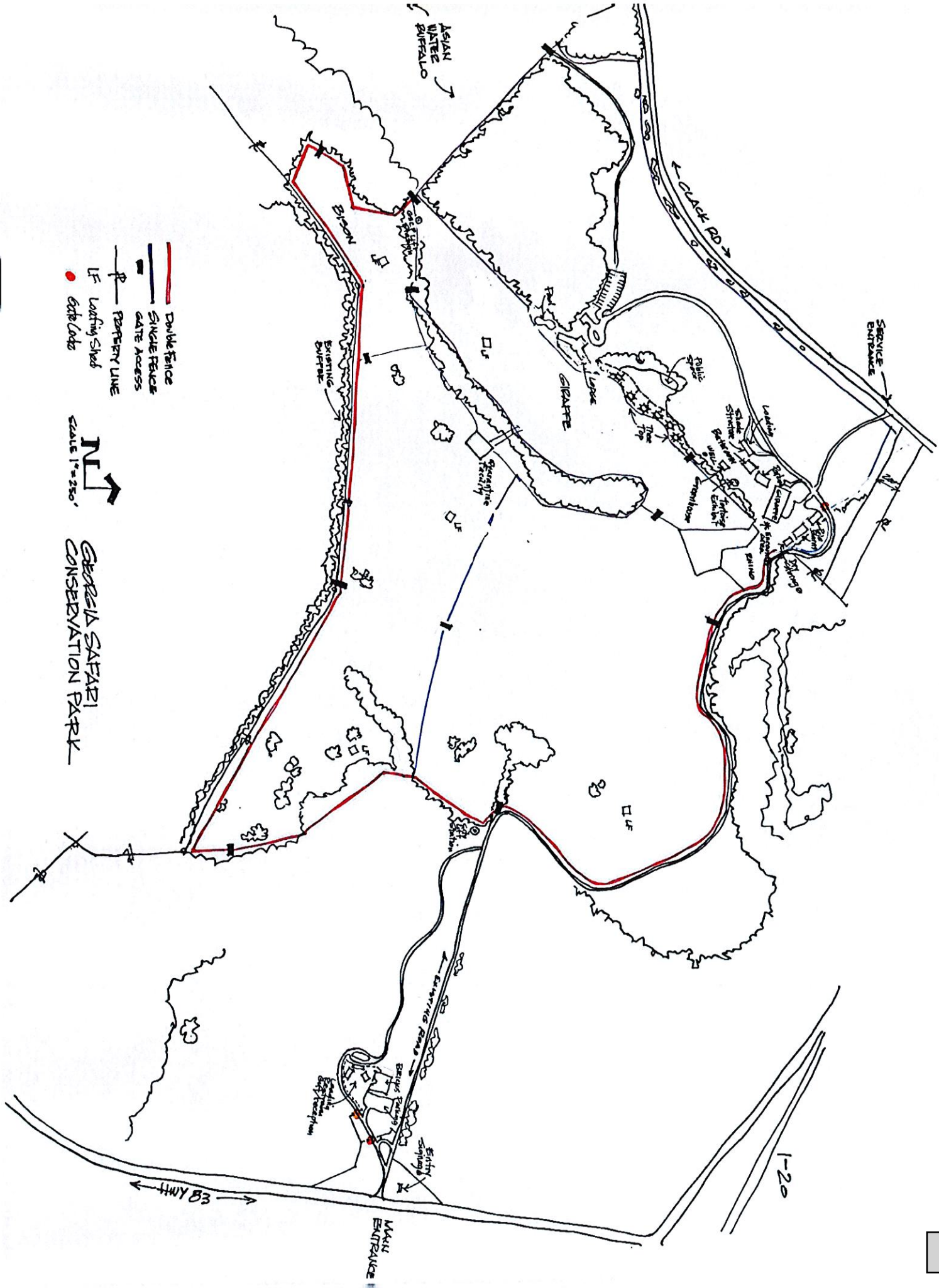
This letter serves as our official application for renewal of our conditional use approval to operate a zoo and safari park in Morgan County. Since the granting of our last renewal, we are fully funded and under construction with all permits in hand. Foundations are being poured for our giraffe and rhino barn. We have completed all our perimeter fencing, rapidly expanding our team, and have received initial positive site inspections from both the USDA and GA DNR and are on track to receive animal permitting in September.

Our construction timeline has simply fallen within the renewal time frame for our permit, and we ask that an extension be granted with the same conditions granted us as before to allow us to complete the project. Thank you in advance for your consideration and please let us know if you have any questions or if we can provide you with additional information. Thank you.

Sincerely,

William Killmer
CEO/Partner
GSCP, LLC

georgia safari
conservation park



Deed Doc: WD
Recorded 08/26/2021 04:40PM
JODY M. HIGDON **law**
Clerk Superior Court, MORGAN County, Ga.
Bk 00678 Pg 0652-0658
Inst #1042021003610
1042021000993
Georgia Transfer Tax Paid : \$0.00
R# 181621

Lambert, Reftman and Abney, LLC
126 E Washington Street
Madison, GA 30650

WARRANTY DEED

STATE OF GEORGIA, MORGAN COUNTY

THIS INDENTURE made the 26th day of August in the year of our Lord Two Thousand and Twenty-one, between

**J & J CONRAD'S FARM, LLC, a Georgia Limited Liability Company and
J & J CLACK TRACT, LLC, a Georgia Limited Liability Company**

of Morgan County, Georgia, hereinafter whether singular or plural referred to as "Grantor," and

J & J SAFARI LAND, LLC, a Georgia Limited Liability Company

of the County of Morgan, and the State of Georgia, hereinafter whether singular or plural referred to as "Grantee." (The words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors and assigns where the context requires or permits.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and before sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alien, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, all the following described property to-wit:

SEE EXHIBIT "A" ATTACHED

DEED PREP ONLY: NO TITLE OPINION GIVEN

TO HAVE AND TO HOLD the said tract or parcel of land, with all the singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee forever in FEE SIMPLE.

AND the Grantor will warrant and forever defend the right and title to the above described property unto the Grantee against all claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed and sealed this Deed on the date hereinabove stated.

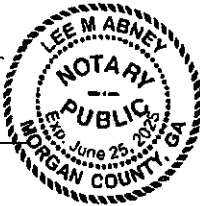
[SIGNATURES TO FOLLOW]

Ex: 00678 Pg 0653

Signed, sealed and delivered in the presence of us
the day and year above written

Kathleen Sins
Unofficial witness

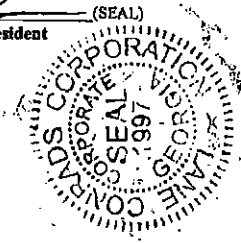
[Signature]
Notary Public
(Affix Notary Seal)



Grantor:
J & J Conrads Farm, LLC

J & J Partners, L.P., a Georgia Limited Partnership, its Member
By: Lane Conrads Corporation, a Georgia Corporation,
Its: General Partner

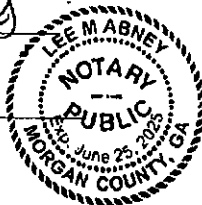
[Signature] (SEAL)
By: By: Michael C. Conrads, President



Signed, sealed and delivered in the presence of us
the day and year above written

Kathleen Sins
Unofficial witness

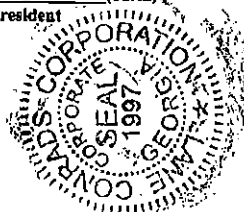
[Signature]
Notary Public
(Affix Notary Seal)



Grantor:
J & J Clack Tract, LLC

J & J Legacy, LLC, a Georgia Limited Liability Company,
its sole member
By: Lane Conrads Corporation, a Georgia Corporation,
Its: Manager

[Signature] (SEAL)
By: By: Michael C. Conrads, President



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LEGAL DESCRIPTION

All that certain tract or parcel of land, with all improvements thereon, situate, lying and being in Land Lots 67 and 68 of the 20th Land District and in Land Lots 311, 312, 313, 323 and 324 of the 15TH Land District, in the 286th G.M. District, partially in the City Limits of Madison, Morgan County, Georgia, containing 526.306 Acres and being more particularly described as follows:

To find **THE TRUE POINT OF BEGINNING**, commence from the southwestern most right of way intersection of the westernmost variable right of way of Georgia Highway No.83 (A/K/A Monticello Highway) and the southernmost variable right of way of Interstate 20; thence, running South 09 degrees 12 minutes 56 seconds West for a distance of 2894.15 feet to a 1/2" rebar set on the Northwestern most 60' right of way of Georgia Highway No.83 (A/K/A Monticello Highway) and **THE TRUE POINT OF BEGINNING**.

Thence, from said **TRUE POINT OF BEGINNING** and running along the northwestern most 60' right of way of Georgia Highway No.83 (A/K/A Monticello Highway), the following: South 13 degrees 51 minutes 08 seconds West for a distance of 294.80 feet to a point; thence South 28 degrees 42 minutes 56 seconds West for a distance of 180.79 feet to a 1/2" rebar set; thence South 28 degrees 37 minutes 43 seconds West for a distance of 111.94 feet to a point; thence South 40 degrees 18 minutes 43 seconds West for a distance of 153.00 feet to a point; thence South 44 degrees 05 minutes 43 seconds West for a distance of 801.60 feet to a point; thence South 44 degrees 04 minutes 43 seconds West for a distance of 305.50 feet to a 1/2" rebar found; thence, departing said right of way, proceed the following: thence North 45 degrees 55 minutes 57 seconds West for a distance of 1325.86 feet to a 1/2" rebar found; thence North 33 degrees 29 minutes 10 seconds East for a distance of 173.02 feet to a 1/2" rebar found; thence North 01 degrees 15 minutes 27 seconds West for a distance of 521.06 feet to a 1/2" rebar found; thence North 60 degrees 33 minutes 15 seconds West for a distance of 1870.77 feet to a 1/2" rebar found; thence North 84 degrees 39 minutes 23 seconds West for a distance of 1915.55 feet to a 1/2" rebar found; thence South 55 degrees 59 minutes 05 seconds West for a distance of 1502.10 feet to a 1/2" rebar found; thence South 55 degrees 59 minutes 05 seconds West for a distance of 17.15 feet to a point in the centerline of Big Indian Creek; thence running along the meanderings of Big Indian Creek as the property line, the following: South 62 degrees 17 minutes 36 seconds East for a distance of 37.72 feet to a point; thence South 41 degrees 55 minutes 11 seconds East for a distance of 36.61 feet to a point; thence South 18 degrees 00 minutes 13 seconds East for a distance of 65.67 feet to a point; thence South 06 degrees 12 minutes 12 seconds West for a distance of 9.71 feet to a point; thence South 27 degrees 06 minutes 13 seconds West for a distance of 38.09 feet to a point; thence South 39 degrees 05 minutes 24 seconds West for a distance of 40.56 feet to a point; thence South 44 degrees 06 minutes 38 seconds West for a distance of 79.90 feet to a point; thence South 58 degrees 44 minutes 25 seconds West for a distance of 62.80 feet to a point; thence South 81 degrees 13 minutes 09 seconds West for a distance of 18.47

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feet to a point; thence North 70 degrees 45 minutes 58 seconds West for a distance of 82.06 feet to a point; thence North 65 degrees 08 minutes 09 seconds West for a distance of 88.95 feet to a point; thence North 74 degrees 37 minutes 49 seconds West for a distance of 31.92 feet to a point; thence South 84 degrees 30 minutes 24 seconds West for a distance of 41.30 feet to a point; thence South 76 degrees 43 minutes 15 seconds West for a distance of 39.90 feet to a point; thence South 68 degrees 42 minutes 58 seconds West for a distance of 38.94 feet to a point; thence South 43 degrees 04 minutes 57 seconds West for a distance of 28.63 feet to a point; thence South 18 degrees 29 minutes 36 seconds West for a distance of 42.81 feet to a point; thence South 11 degrees 33 minutes 23 seconds West for a distance of 81.14 feet to a point; thence South 27 degrees 51 minutes 05 seconds West for a distance of 65.56 feet to a point; thence South 52 degrees 33 minutes 52 seconds West for a distance of 50.75 feet to a point; thence South 84 degrees 28 minutes 43 seconds West for a distance of 28.56 feet to a point; thence North 81 degrees 44 minutes 47 seconds West for a distance of 39.26 feet to a point; thence North 72 degrees 58 minutes 26 seconds West for a distance of 79.13 feet to a point; thence North 84 degrees 11 minutes 40 seconds West for a distance of 87.24 feet to a point; thence South 83 degrees 59 minutes 43 seconds West for a distance of 59.42 feet to a point; thence South 84 degrees 42 minutes 14 seconds West for a distance of 45.21 feet to a point; thence South 77 degrees 35 minutes 06 seconds West for a distance of 39.46 feet to a point; thence South 72 degrees 07 minutes 24 seconds West for a distance of 90.27 feet to a point; thence South 51 degrees 37 minutes 28 seconds West for a distance of 32.81 feet to a point; thence South 39 degrees 33 minutes 35 seconds West for a distance of 13.63 feet to a point; thence South 08 degrees 52 minutes 44 seconds West for a distance of 22.02 feet to a point; thence South 24 degrees 32 minutes 18 seconds East for a distance of 27.01 feet to a point; thence South 58 degrees 28 minutes 05 seconds East for a distance of 54.87 feet to a point; thence South 43 degrees 24 minutes 42 seconds East for a distance of 40.98 feet to a point; thence departing said creek, proceed the following: thence South 55 degrees 58 minutes 17 seconds West for a distance of 38.55 feet to a 5/8" rebar found; thence South 55 degrees 58 minutes 17 seconds West for a distance of 799.14 feet to a 1/2" rebar found at a rock, being the Land Lot Corner common to Land Lots 34, 67, 293 and 311; thence running along the common Land Lot Line of Land Lots 34 and 67, North 45 degrees 12 minutes 25 seconds West for a distance of 1461.81 feet to a 3/4" solid found; thence departing said Land Lot Line, proceed the following: thence North 45 degrees 00 minutes 24 seconds East for a distance of 2088.82 feet to a 5"x10" rock found; thence North 53 degrees 08 minutes 57 seconds West for a distance of 73.92 feet to a 1/2" rebar found; thence North 53 degrees 08 minutes 57 seconds West for a distance of 1185.15 feet to a 1" flat iron found; thence North 53 degrees 08 minutes 57 seconds West for a distance of 1.46 feet to a point on the southernmost variable right of way of Clack Road; thence proceed along the southernmost variable right of way of Clack Road, the following: thence North 57 degrees 22 minutes 47 seconds East for a distance of 63.94 feet to a broken concrete marker found; thence with a curve turning to the right with an arc length of 927.51 feet, a radius of 1910.65 feet, a chord bearing of North 71 degrees 40 minutes 16 seconds East and a chord length of 918.43 feet, to a concrete marker found; thence North 85 degrees 56 minutes 38 seconds East for a

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distance of 212.48 feet to a concrete marker found; thence South 04 degrees 00 minutes 10 seconds East for a distance of 25.12 feet to a concrete marker found; thence North 86 degrees 00 minutes 19 seconds East for a distance of 370.96 feet to a 1/2" rebar found; thence North 86 degrees 01 minutes 46 seconds East for a distance of 28.77 feet to a concrete marker found; thence North 03 degrees 48 minutes 04 seconds West for a distance of 25.03 feet to a concrete marker found; thence North 85 degrees 57 minutes 40 seconds East for a distance of 199.85 feet to a concrete marker found; thence North 85 degrees 58 minutes 32 seconds East for a distance of 786.69 feet to a concrete marker found; thence with a curve turning to the left with an arc length of 931.00 feet, a radius of 1194.71 feet, a chord bearing of North 63 degrees 38 minutes 49 seconds East and a chord length of 907.62 feet, to a concrete marker found; thence North 41 degrees 19 minutes 21 seconds East for a distance of 202.78 feet to a point; thence North 41 degrees 18 minutes 13 seconds East for a distance of 628.64 feet to a point; thence North 41 degrees 19 minutes 04 seconds East for a distance of 679.34 feet to a point; thence with a curve turning to the left with an arc length of 133.56 feet, a radius of 1958.90 feet, a chord bearing of North 39 degrees 20 minutes 24 seconds East and a chord length of 133.54 feet, to a point; thence departing said right of way, proceed the following:

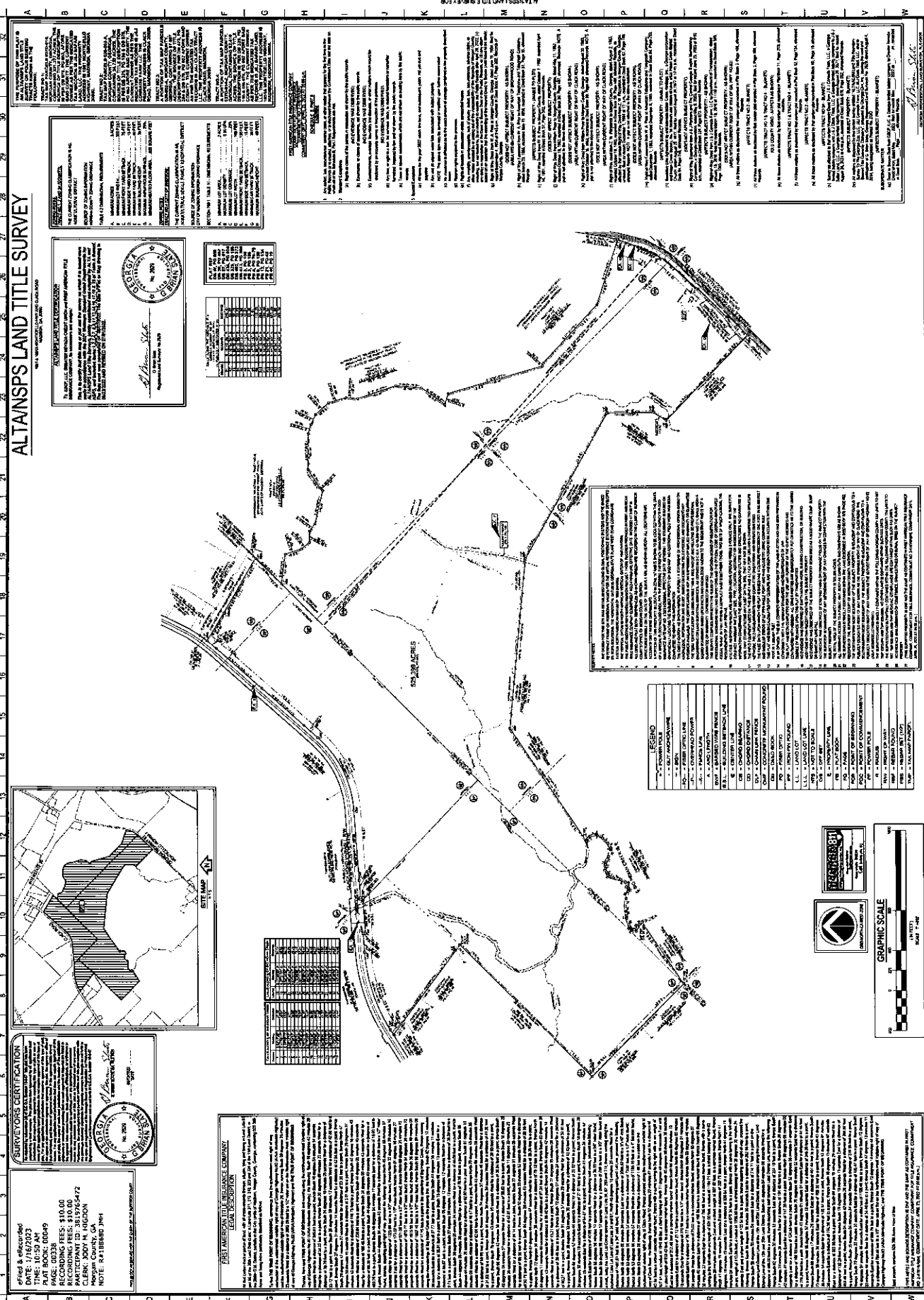
thence South 58 degrees 58 minutes 30 seconds East for a distance of 362.65 feet to a point; thence South 59 degrees 50 minutes 04 seconds East for a distance of 714.71 feet to a point on the common Land District Line of the 15th and 20th Land District; thence proceed along the common Land District Line of the 15th and 20th Land District, South 44 degrees 54 minutes 08 seconds West for a distance of 408.00 feet to a point; thence departing said common Land District Line, proceed the following: thence South 82 degrees 32 minutes 12 seconds East for a distance of 337.19 feet to a point; thence South 17 degrees 31 minutes 39 seconds East for a distance of 191.40 feet to a point; thence South 39 degrees 42 minutes 47 seconds East for a distance of 117.35 feet to a point; thence North 90 degrees 00 minutes 00 seconds East for a distance of 124.65 feet to a point; thence South 53 degrees 06 minutes 31 seconds East for a distance of 108.93 feet to a point; thence South 76 degrees 40 minutes 52 seconds East for a distance of 378.28 feet to a point; thence North 45 degrees 01 minutes 01 seconds East for a distance of 44.44 feet to a point; thence North 56 degrees 57 minutes 13 seconds East for a distance of 246.35 feet to a point; thence South 89 degrees 17 minutes 29 seconds East for a distance of 401.44 feet to a point; thence South 73 degrees 59 minutes 28 seconds East for a distance of 105.35 feet to a point; thence South 63 degrees 26 minutes 54 seconds East for a distance of 125.67 feet to a point; thence South 42 degrees 01 minutes 38 seconds East for a distance of 194.56 feet to a point; thence South 16 degrees 15 minutes 07 seconds East for a distance of 202.86 feet to a point; thence South 04 degrees 19 minutes 29 seconds West for a distance of 132.26 feet to a point; thence South 18 degrees 18 minutes 15 seconds East for a distance of 453.49 feet to a point; thence South 04 degrees 42 minutes 26 seconds West for a distance of 294.02 feet to a point; thence South 35 degrees 04 minutes 24 seconds West for a distance of 318.88 feet to a point; thence South 72 degrees 33 minutes 33 seconds East for a distance of 125.87 feet to a point; thence South 16 degrees 07 minutes 46 seconds East for a distance of 1108.46 feet to a point; thence South 72 degrees 23 minutes 58 seconds East for a distance of

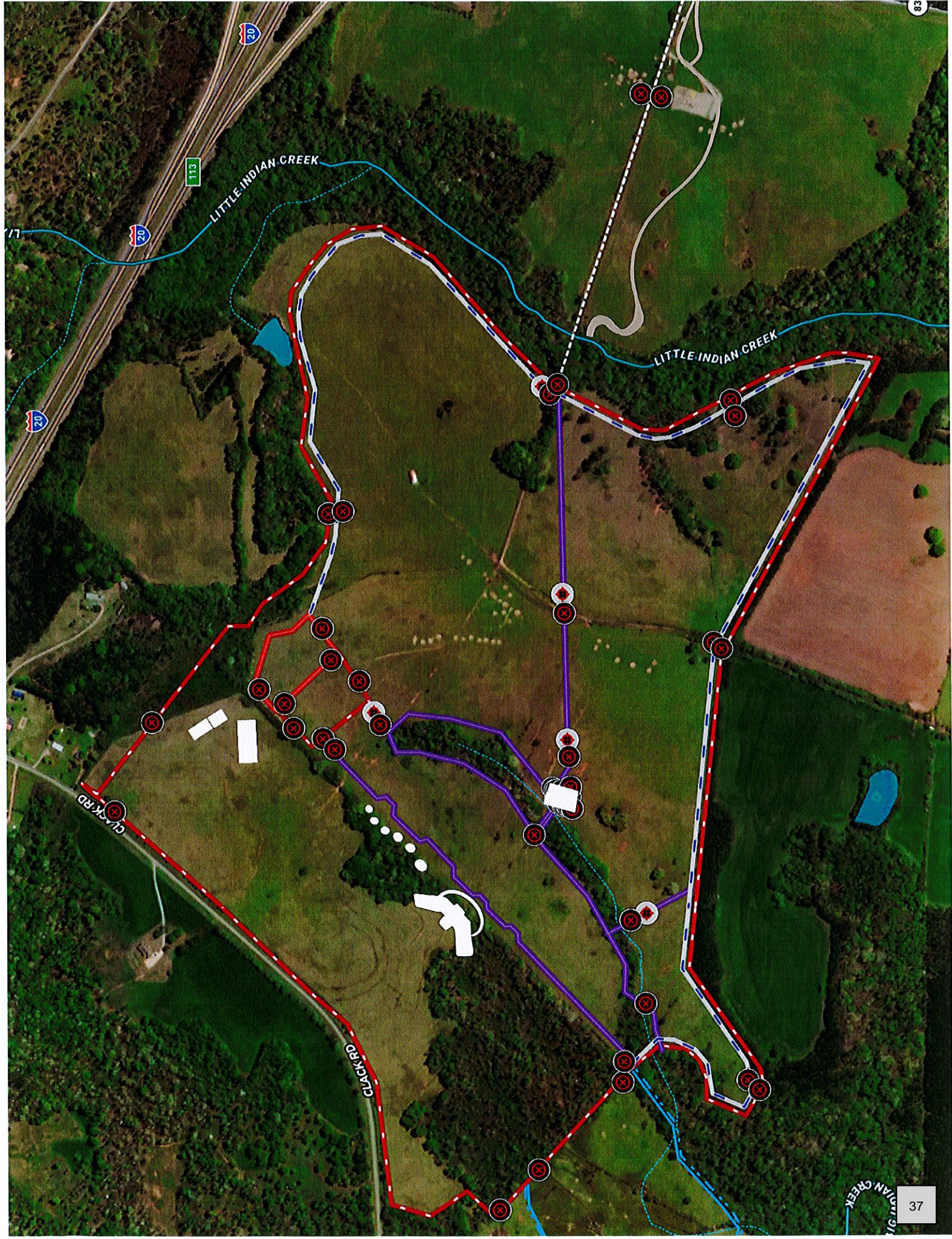
Bk 00678 Pg 0657

34.46 feet to a point; thence South 47 degrees 13 minutes 11 seconds East for a distance of 886.78 feet to a point; thence South 72 degrees 14 minutes 44 seconds East for a distance of 775.07 feet to a 1/2" rebar set on the on the Northwestern most 60' right of way of Georgia Highway No.83 (A/K/A Monticello Highway) and **THE TRUE POINT OF BEGINNING.**

Together with and subject to covenants, easements, and restrictions of record.
Said property contains 526.306 Acres more or less.









MORGAN COUNTY AGENDA REQUEST

Department:

Senior Center

Presenter(s):

Mary Nunn

Meeting Date: mm/dd/yyyy

10/17/2023

Type of Request:

New Business

Wording for the Agenda:

FY2024 Aging Services Contract with NEGRC

Background/History/Details:

Approval for the FY2024 Aging Services Contract requested.

The total contract for all services for FY2024 is \$102,531.31(FY2023--\$107,597.99), which was incorporated into the FY2024 Senior Center budget.

The breakdown of funding and services provided are outlined in Annex B of the contract.

What action are you seeking from the Board of Commissioners?

Approval of SFY2024 Aging Services Contract

If this item requires funding, please describe:

n/a

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

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

Approved by Finance

Not Applicable

Approved by Purchasing

Not Applicable

Manager's Approval

No

Staff Notes:

AGING SERVICES CONTRACT

State of Georgia
Clarke County

CFDA#:93.053 (NSIP)
CFDA#:93.044 (Title III B)
CFDA#:93.045 (Title III C1, C2)
CFDA#:93.667 (SSBG)

THIS CONTRACT entered this 1ST day of July 2023 by and between the **Northeast Georgia Regional Commission, through its Area Agency on Aging Division** (hereinafter referred to as NEGRC) and **Morgan County Board of Commissioners** (hereinafter referred to as the Subcontractor).

WITNESSETH

WHEREAS, NEGRC desires to engage the Subcontractor to render certain services under the provisions of the Older Americans Act of 1965, Public Law 89-73, as amended in connection with an undertaking of program hereinafter described which is to be wholly or partially financed by an Aging Services funding from the United States Government through the Georgia Department of Human Services (DHS) through its Division of Aging Services (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the funding agencies);

AND

WHEREAS, the Subcontractor has represented to NEGRC it is available to render such services in connection with the program and in accordance with the provisions of said federal laws, warrants that it possesses the capabilities to satisfactorily render such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Contract.

BOTH parties agree:

- a) NEGRC is the designated Area Agency on Aging for the region. The NEGRC will identify the needs of older persons in the area; evaluate existing services and gaps; develop objectives and priorities; identify the services which will be provided to meet the needs of elderly citizens, disabled adults, and their caregivers by developing a comprehensive service delivery system.
- b) NEGRC will assure access for older persons and their families to services and resources in the community through the operation of the Aging and Disability Resource Connection (ADRC). ADRC Services include the provision of information, assistance, and referral; intake, screening, and eligibility determination; case management services.

- c) NEGRC will assure the availability of an adequate supply of high-quality services through contractual arrangements with services providers, using a competitive procurement process.
- d) The Subcontractor agrees to submit an updated proposal for service delivery to the NEGRC as part of the procurement process.
- e) The Subcontractor agrees to render services that will help the elderly and/or disabled adults and their caregivers to live independently in their communities for as long as possible using various source for funding, including the NEGRC. The Subcontractor agrees to collect voluntary client contributions and those funds will be used to expand the delivery of services for which such pays was given.
- f) The Subcontractor will collect data from their clients; enter this information into the Georgia Division of Aging Services Data Systems; and submit the appropriate programmatic and fiscal report to the NEGRC by the fifth working day of the month following the services.
- g) The Subcontractor will attend or send a representative to all NEGRC and Georgia Department of Human Services Division of Aging Services meeting and trainings.
- h) NEGRC agrees to reimburse the Subcontractor for services delivered upon receipt of their reimbursement from the Georgia Department of Human Services.

PURPOSE

The purpose of this contract is to provide services to eligible older adults and their caregivers.

CONTRACT TERM

The term of this contract shall be from July 1, 2023, through June 30, 2024. All services required hereunder shall be completed on or before June 30, 2024, unless terminated earlier in accordance with other provisions of this contract.

SERVICES TO BE PROVIDED

The SUBCONTRACTOR shall render services to eligible persons who are aged 60 and over, or a spouse (regardless of age) of a person aged 60 or older; persons with disabilities who are residents of housing facilities occupied primarily by older adults; volunteers, staff and guests aged 60 and older. the elderly and/or disabled in a satisfactory and proper manner. The Subcontractor shall provide the following services but not limited to: meals, nutrition education in a group setting; ongoing outreach in the community; nutrition screening and assessment; access to congregate site; shopping assistance through transportation services; health/other educational programs and recreational activities as described in **Annex A** Provider Service Report and **Annex B** Program Performance Report, which are attached herein by reference and made a part of this contract.

FORMAL COMMUNICATIONS

- A. All communications regarding this Contract from the SUBCONTRACTOR to NEGRC shall be addressed in writing to the NEGRC Aging Director by the person executing this Contract on behalf of the SUBCONTRACTOR, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.

- b. The SUBCONTRACTOR shall mail all correspondence, reports, and other matter relating to this Contract to:

Aging Director
Northeast Georgia Area Agency on Aging
305 Research Drive
Athens, Georgia 30605-2795
Phone: (706)583-2546 Ext. 101

- c. All communications regarding this Contract from the NEGRC to the SUBCONTRACTOR shall be addressed in writing to the SUBCONTRACTOR by the person executing this Contract on behalf of the NEGRC, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.

- d. NEGRC shall mail all correspondence, reports, and other matter relating to this Contract to:

Morgan County Board of Commissioners
P. O. Box 168/150 East Washington Street
Madison, Georgia 30650
Attn: Benjamin Malcom Riden, Jr.
Telephone #: 706-342-0725
Fax Number: 706-343-6450
E-mail: briden@morgancountyga.gov

APPLICABLE LAWS AND REGULATIONS

The Subcontractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse NEGRC and the Georgia Department of Human Services for any loss of funds or resources resulting from non-compliance by the Subcontractor, its staff, agents, or Subcontractor as revealed in any subsequent audits. Subcontractor understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):

It is understood and agreed that the Georgia Department of Human Services (DHS) is “covered entity” as defined by HIPAA of 1996 and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated thereunder at 45 CFR Parts 160 and 164. The NEGRC and all Subcontractors are “business associates” of DHS. Further, it is agreed that as a business associate of the NEGRC that its use or disclosure of any person’s protected health information received from or on behalf of the NEGRC will be governed by the Business Associate Agreement, attached hereto as **Annex K**, which the Subcontractor agrees to by signing this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section 4.3 d of the Business Associate Agreement.

B. Compliance with Security Management Process:

The Subcontractor agrees to have a secure network connection allowing electronic access to receive, transmit, store or process Georgia DHS electronic data. The Subcontractor agrees to allow the NEGRC and GA DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS’s electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1). The Subcontractor’s computer-related purchases must follow GA DHS Data System (DDS) hardware and software requirements.

C. 45 CFR Part 74, as used in this contract, the word Subcontractor is synonymous with the word Subgrantees as used in this Code of Federal Regulations.

D. Compliance with Executive Orders Concerning Ethics and Lobbyist Registration:

The Subcontractor agrees to comply in all applicable respects with the Governor’s Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard the Subcontractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

E. Fair Labor Standards Act of 1938, as amended.

F. When federal funds are included in the contract, the Subcontractor shall adhere to the Procurement Standards set forth in 2 CFR § 200.318 through § 200.331.

G. Compliance with Federal and State Immigration Laws:

Subcontractor agrees to comply with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance and that the Subcontractor has registered with, is authorized to use, uses, and will continue to use the Federal Work Authorization Program. Subcontractor also agrees that throughout the performance of this contract, including renewal options, the Subcontractor will remain in full compliance with all Federal and State immigration laws, including, but not limited to O.C.G.A. § 13-10-91. Subcontractors certify this compliance by signing and providing the sworn affidavit in **Annex O** titled Security and Immigration Affidavit.

H. Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights:

The Subcontractor and their employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Subcontractor Employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908. The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. The Subcontractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

I. Subcontractor certifies that Subcontractor is not currently engaged in and agrees for the duration of this contract to not engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

J. Compliance with ALL Georgia DHS Programmatic Policies and Procedures as issued and amended periodically by the GA DAS, see policy manual as published on the DHS Online Directives Information System (ODIS) located at <https://odis.dhs.ga.gov/General>.

K. 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

L. Each nutrition service program site shall be operated in compliance with all federal, state, and local laws and codes that govern facility operations, specifically related to fire safety, sanitation, insurance coverage, and wage requirements.

M. The Subcontractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.

N. Federal Programmatic Regulations (as marked below):

- TITLE III (CFDA# 93.043, 93.044, 93.045, 93.052 and 93.053)
- SOCIAL SERVICES BLOCK GRANT (SSBG) (CFDA# 93.667)

NONDISCRIMINATION BY SUBCONTRACTORS

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Subcontractor agrees to comply with federal and state laws, rules and regulations, GA DHS and NEGRC's policies relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, handicap, age, creed, veteran status, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Subcontractor agrees to comply with Federal and State laws, rules and regulations, GA DHS and the NEGRC's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, handicap, age, creed, veteran status, or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Subcontractor 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 consumers/customers/clients with disabilities.
- D. **SUBCONTRACTOR'S OBLIGATIONS REGARDING SUB-SUBCONTRACTORS:** The Subcontractor agrees to require any Sub-Subcontractor performing services funded through this contract to comply with all provisions of the Federal and State laws, rules, regulations, and policies described in this paragraph.

CONFIDENTIALITY

The Subcontractor agrees to abide by all State and Federal laws, rules and regulations, DHS and NEGRC policies and procedures respecting confidentiality of an individual's records. The Subcontractor will not disclose any confidential or protected information obtained in any way from DHS or NEGRC without the express written authorization from DHS or NEGRC.

The following minimum requirements will be met:

- a. No information about a client or obtained from a client shall be disclosed in a

form that identifies the person without the informed consent of the person or of his legal representative unless the disclosure is required by court order or for program monitoring by authorized Federal or NEGRC personnel.

- b. Only authorized personnel as designated by the NEGRC shall have access to confidential client records.
- c. Confidential client records shall be maintained in secure, locked areas when not in use by authorized personnel if applicable; access to client information maintained in electronic information systems shall be limited through accepted security access practices, including, but not limited to password protections.
- d. Subcontractor is responsible for arranging for and ensuring that all electronic systems have and use individual passwords to access the systems. Passwords may not be shared.

The Subcontractor agrees to notify the NEGRC within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning customers or clients.

INSPECTION OF WORK PERFORMED

The NEGRC and the GA DHS or its authorized representatives shall have the right to enter into the premises of the Subcontractor and/or all Sub-Subcontractors or any places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this contract.

CONFLICT OF INTEREST

The Subcontractor, GA DHS and NEGRC certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials or Employees and the State of Georgia, have not been violated and will not be violated in any respect. The Subcontractor agrees to notify the NEGRC within one (1) calendar day of the determination that a conflict of interest has occurred.

CONTRACT MODIFICATIONS AND RIGHT TO SUSPEND CONTRACT

Except as otherwise provided in this Contract, any dispute concerning a question of act arising under this Contract shall first be addressed to the Aging Director as specified above. Should it not be disposed of by agreement then the Subcontractor may petition the Executive Director of NEGRC in writing for further consideration. The Executive Director of NEGRC shall mail his decision to the Subcontractor. The decision shall be final and conclusive, unless within thirty days of the date of receipt of the decision

the Subcontractor mails or otherwise furnishes to NEGRC written appeal. In the case of an appeal, the Subcontractor shall adhere to NEGRC's grievance procedures.

The NEGRC and GA DHS reserves the right to suspend the contract/subgrant in whole or in part in event that the NEGRC and GA DHS investigation into the performance and delivery of services by Subcontractor or in good faith determines that there is a likelihood that the Subcontractor is failing to comply with the quality of services or the specific completion schedule of its duties under the contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

TERMINATION

The NEGRC or the Subcontractor may terminate this Contract due to non-availability of funds, default or for cause, for convenience or immediately at any time by giving a thirty (30) day written notice to the other party of such termination and specifying the effective date of such termination. In that event, all information and materials produced or collected under this Contract or used in the performance of the scope of services shall, at the option of NEGRC, become the property of NEGRC. If this Contract is terminated, the Subcontractor will be reimbursed for the otherwise allowable actual expenses incurred by the Subcontractor up to and including the effective date of such termination.

Upon any kind of termination, the Subcontractor shall submit the final contract expenditure report not later than fifteen (15) days after the effective date of termination.

COOPERATION IN TRANSITION OF SERVICES

The Subcontractor agrees upon termination of this contract, in whole or in part, for any reason that it will cooperate as requested by the NEGRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the NEGRC. This will include but not be limited to the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the NEGRC. Subcontractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this contract shall be transferred by the Subcontractor to the NEGRC immediately and shall become the property of the NEGRC. Unless otherwise specified in this contract, Subcontractor shall effectuate and accomplish transition at no cost to the NEGRC.

SUBCONTRACTS

The Subcontractor hereby agrees to be responsible for the performance of any Sub-Subcontractor to whom any duties are delegated under any provision of this contract. The Subcontractor agrees to reimburse the NEGRC and the GA DHS for any federal or state audit disallowances arising from the Sub-

Subcontractor's performance or non-performance of duties under this contract which are delegated to the Subcontractor. The Subcontract shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any Sub-Subcontractor who fails to adhere to the contract requirements. The Subcontractor's failure to proceed against a Sub-Subcontractor will constitute a separate breach by the Subcontractor in which case the NEGRC and the GA DHS may pursue appropriate remedies as a result of such breach.

The Subcontractor hereby agrees to conduct an annual face-to-face monitoring of all Sub-Subcontractors, including food vendors.

INDEMNIFICATION

Subcontractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, hold, protect and save harmless the NEGRC, the State of Georgia (including the State Tort Claims Trust Fund), DHS, the Department of Administrative Services ("DOAS"), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss or damage for bodily injury (including but limited to death, personal injury, property, damage), attorneys' fees caused by, growing out of, or otherwise happening in connection with this contract due to any act or omission on the part of the Subcontractor, its agents, employees, Sub-Subcontractors, or others working at the direction of Subcontractor or on Sub-Subcontractor's behalf; or due to the any breach of this contract by the Subcontractor (collectively, the "Indemnity Claims"). Subcontractor agrees to indemnify the NEGRC and GA DHS for the acts or omissions of those employees or agents, even if such indemnity is considered to have resulted from the fault or negligence of the Indemnitees.

This indemnification extends to the successors and assigns of the Subcontractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Subcontractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the DOAS (collectively, the "funds"), the Subcontractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Subcontractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

Subcontractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

INSURANCE

The Subcontractor shall procure and maintain insurance that shall protect the Subcontractor from any claims for bodily injury, property damage, or personal injury that may arise throughout the duration of the contract, and as, may otherwise be specified herein. Subcontractor shall procure the insurance policies at its own expense and shall furnish and be on file with the NEGRC and GA DHS an insurance certificate of the coverage required in this section listing the GA DHS as certificate holder. The insurance policy shall also name the GA DHS as an additional insured. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of authorized agent; name of the insurance company (Licensed to operate in Georgia); and a description of the coverage in detailed standard terminology; and an acknowledgement that notice of cancellation is required to be given to the NEGRC and GA DHS. Subcontractor is required to obtain and maintain the following types of insurance coverage for the duration of the contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. Subcontractor shall require all Sub-Subcontractors that are required by statute to hold workers compensation insurance and that occupy the premises or perform work under this contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- B. Commercial General Liability Policy (Occurrence) to include contractual liability. \$1 million per occurrence/\$3 million dollar aggregate policy limits
- C. Business Auto Policy (Occurrence) to include but not limited to liability coverage on any owned, non-owned and hired vehicle used by the Subcontractor or Subcontractor's personnel in the performance of this contract. \$1 million per occurrence/\$3 million dollar aggregate policy limits.
- D. Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. \$1 million per occurrence/\$3 million aggregate policy limits.
- E. Commercial Umbrella Policy (Occurrence). An umbrella policy may cover the aggregate policy limits required herein. There must be no gap between the \$1 million and \$3 million dollar policy limits and the umbrella policy must follow the form of the underlying \$1 million primary policy.

The Subcontractor's policy containing coverage amounts with higher limits than stated above will satisfy the requirements of this section.

DRUG-FREE WORKPLACE

- A. If Subcontractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

- B. If Subcontractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
1. A drug-free workplace will be provided for the Subcontractor's employees during the performance of this contract; and
 2. It will secure from any Sub-Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Subcontractor's Name), (Sub-Subcontractor's Name), certifies to the Subcontractor that a drug-free workplace will be provided for the Sub-Subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3".
- C. Subcontractor may be suspended, terminated, or debarred if it is determined that:
1. The Subcontractor has made false certification hereinabove; or
 2. The Subcontractor has violated such certification by failure to conduct the requirements of Official Code of Georgia Annotated Section 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

SUBCONTRACTOR ACCOUNTING REQUIREMENTS

Subcontractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (collectively the "records") to the extent and in such detail as will accurately reflect all payments received under this contract. Subcontractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the contract shall be readily ascertainable there from.

FEDERAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

- A. Pursuant to 31 US Code § 1352 Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Subcontractor agrees that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Subcontractor shall file with the NEGRC a signed "Certification Regarding Lobbying," attached hereto as **Annex C**, Certification Regarding Lobbying.
 3. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
 4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Subcontractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.
- B. Subcontractor further agrees that in accordance with the Federal appropriations act:
1. No part of any Federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
 2. No part of any Federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

- C. Subcontractor further agrees that no part of State funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.
- D. Penalties:
1. Any Subcontractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
 2. An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
 3. The Subcontractor shall require that the prohibitions and requirements of this paragraph be included in the award document for all sub awards at all tires (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

CRIMINAL HISTORY INVESTIGATIONS

- A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this contract, the Subcontractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) System. Subcontractors must register with the GAPS at www.aps.gemalto.com/ga/index.htm and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this contract, the Subcontractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-GAPS System. Subcontractors must register with the GAPS at www.aps.gemalto.com/ga/index.htm and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, will notify the NEGRC and GA DHS if the applicant is eligible or not eligible to provide services. Said advertisement will be accomplished through a fitness determination letter issued by the GA DHS's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history needs

further review. If it is determined that the applicant is not eligible to provide services to the GA DHS, said applicant will not be eligible to provide services to the NEGRC or GA DHS under any circumstances.

C. Provisions of paragraphs A and B shall not apply to:

1. Persons employed in day-care centers, group day-care homes, family day-care homes, or childcare learning centers which are required to be licensed, registered, or commissioned by the GA DHS or by the Georgia Department of Early Care and Learning or
2. Personal care homes required to be licensed, permitted, or registered by the GA Department of Community Health.

AIDS POLICY

Subcontractor agrees, as a condition to provision of services to the NEGRC and GA DHS's consumers /customers/clients/patients, not to discriminate against any consumer/customer/client/patient that may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Subcontractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the NEGRC, appropriate division or office of the GA DHS, as the Subcontractor deems necessary. The Subcontractor further agrees to refer those consumers /customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

DEBARMENT

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180, CFR Part 376, and 45 CFR § 75.213, Subcontractor certifies by signing Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transition that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Subcontractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

SECTION II SPECIAL TERMS AND CONDITIONS

NEGRC AND SUBCONTRACTOR AGREEMENTS

The GA DHS and NEGRC has a need for and desires a comprehensive delivery system with an array of services for the elderly and/or persons with disabilities in the July 1, 2023, Planning and Service Area

of Georgia pursuant to the Federal Older Americans Act of 1965, Public Law 89-73, as amended, and funded by the various fund sources indicated below. These services are to be rendered in order that elderly and/or disabled Georgians may live independently in their communities for as long as possible thereby preventing premature institutional placement.

The Subcontractor has represented to the NEGRC its ability and interest in providing services to the elderly and/or persons with disabilities in the NEGA Planning and Service Area.

SECTION III CONTRACT PAYMENT PROVISIONS

The NEGRC will make payment to the Subcontractor once the payment is received from the GA DHS. The GA DHS will make payment to the NEGRC within thirty (30) days of receipt of the required documentation that has been approved by the GA DHS. The following selected terms and conditions apply and may include additional provisions:

PAYMENT TO SUBCONTRACTOR AND SUBCONTRACTOR MATCH REQUIREMENT:

Upon the GA DHS's approval of subsequent amendments to the budget for contracted services in the DAS Data System (DDS), the NEGRC may make contract amendments to reflect budget changes. The NEGRC will provide the Subcontractor with a copy of the revised budget for the Subcontractor's records. The quantity of the specific services to be provided is as specified in **Annex F**, Area Plan Budget Service Summary Report.

A. Title III OLDER AMERICANS ACT

Title IIIB = 85% Federal, 5% State and 10% Match

Title IIIE = 75% Federal, 15% State and 10% Match

B. SOCIAL SERVICES BLOCK GRANT (SSBG)

SSBG = 88% Federal and 12% Match

C. ALZHEIMER'S PROGRAMS

Alzheimer's State = 100% State

D. COMMUNITY BASED SERVICES (CBS)

CBS = 100% State

E. INCOME TAX CHECKOFF

Income Tax Check-off = 100% State

REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH

- A. Monthly reimbursement by NEGRC and the GA DHS of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the Subcontractor accounting records and reported to the NEGRC on the required expenditure report as per 45 CFR §§ 75.362 and 75.372(c). Verifiable accounting records which identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate Federal cost principles. The State term “certified cost” and the federal term “cash contributions” are synonymous terms are defined below:

Cash Contributions: Cash contributions represent the Subcontractor’s cash outlay, including the outlay of money contributed to the Subcontractor by other public agencies and institutions, and private organizations and individuals. When specifically authorized in writing by Federal legislation, Federal funds received from other grants may be considered as grantee’s cash contribution.

- B. The State and Federal term “in-kind match” is defined as:

1. In-Kind Contributions: In-Kind contributions represent the value of non-cash contributions provided by (1) Subcontractor, (2) other public agencies and institutions, and (3) private organizations and individuals. In-Kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract. When specifically authorized in writing by Federal legislation, property purchased with Federal funds may be considered as grantee’s in-kind contribution.

2. The following requirements pertain to the Subcontractor’s supporting records for in-kind contributions from private organizations and individuals:

- a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
- b. The basis for determining the charges for personal services, materials, equipment, buildings, and land must be documented.

- C. The Subcontractor further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this

specific Contract/Federal program and that these records will be available for the NEGRC and the GA DHS, Department of Audits and/or Federal auditors to review.

- D. The Subcontractor agrees to submit a monthly Certified Cost Report, DHS Form #5215, **Annex I**, not later than the fifth (5th) working day following the end of each month during the term of this contract.
- E. Subcontractors that utilize Sub-Subcontractor provided in-kind match or certified cost match will maintain on file the Sub-Subcontractors, Form #5215 as supporting documentation of their own Form #5215.
- F. The Subcontractor agrees to furnish annual cash or in-kind contributions which shall, at a minimum, represent ten percent (10%) of the total Title III funds received and twelve percent (12%) of Social Services Block Grant funds received.

CONTRACT BUDGET

- A. The budget summary attached to this Contract in the Annexes titled Area Plan Budget Fund Source Summary and Area Plan Budget Service Summary are made a part of this Contract.
- B. The Subcontractor agrees that the NEGRC will be provided a cost allocation plan as part of the budget should the Subcontractor provide any services other than those specified in this contract.
- C. Any Program Income Voluntary Client Contributions generated as a result of service/activities pursuant to this Contract shall be collected and expended in compliance with Federal and State laws and GA DHS program policies, see DAS Admin. Manual 5600, Sections 2025, 2026, 2027 and 2028; and shall be identified by service. The Subcontractor will develop procedures for assessing and collecting fees for any cost shared services, in accordance with DAS requirements.
- D. Program Income Voluntary Client Contributions collected shall be expended monthly or at intervals such that State and Federal funds are not expended at an accelerated rate.

PROGRAM INCOME VOLUNTARY CLIENT CONTRIBUTIONS

Program Income Voluntary Client Contributions are allowed to be collected from service recipients, their caregivers, or their representatives.

The Subcontractor shall allow participants the opportunity to make voluntary contributions in support of a program, in a manner that protects their confidentiality, without coercion or the presumption of receipt of service in exchange for the donation.

The Subcontractor agree to use supportive services and nutrition services contributions to expand supportive services and nutrition services, respectively.

General contributions given at a senior center or other provider may be used to support aging services needs within that organization.

BUDGET VS. EXPENSE LIMITATION:

- A. The maximum reimbursement to the Subcontractor is the total State and Federal funds in this contract.
- B. Budget revisions are necessary in the following situations:
 - 1. When the Scope or objectives of the program change.
 - 2. When line-item expenditures are expected to exceed 10% of the previously approved line-item budget.
- C. The Subcontractor will notify the NEGRC of the need to make a change in their budget so the budget can be revised in DDS and submitted to the GA DHS for approval. The NEGRC will notify the Subcontractor once a determination has been made and a contract amendment will be sent out to the Subcontractor that includes revised budget reports.

FINANCIAL MANAGEMENT

Subcontractor shall comply with the fiscal management requirements of 45 CFR, Section 74, and Section 92, as applicable. Subcontractor shall also demonstrate and maintain fiscal integrity in order to comply with Federal and State requirements and with all State and Local laws pertaining to financial operations.

Subcontractor shall meet the following standards for fiscal management systems, as prescribed by federal regulations:

- Financial reporting.
- Accounting records.
- Internal controls.
- Budgetary controls.
- Allowable costs.
- Source documentation.
- Cash management.

Expenditures for a program shall not be made before the beginning date of the contract, nor after the ending date, except for accounts payable or other written obligations.

Subcontractor shall establish and maintain adequate internal controls and assure that all Sub-Subcontractors establish adequate internal controls. The Subcontractor shall document policies and procedures, including, but not limited to:

- Cash procedures, including requirements for handling participant contributions and guest fees; record keeping of cash receipts and expenditures; cash deposits; separation of cash handling from record-keeping responsibilities; and periodic reconciliation of all cash funds, including bank accounts.
- Bidding, purchasing and contracting procedures, in accordance with federal, state, and local requirements.
- Requirements for bid guarantees, performance bonds, and payment bonds for bids and contracts for construction and facility improvements, if applicable.
- Policies affecting the authorization of and reimbursement for in state and out-of-state travel; including required signatures and supporting documentation.
- Maintaining grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

The SUBCONTRACTOR hereby agrees that all funding received for services provided in this contract, including, but not limited to federal, state, program income voluntary client contributions, cost share and other funding will go back into the services they were collected for.

The Subcontractor agrees to maintain books, records, document, and other evidence pertaining to the costs and expenses of this Contract (collectively the “records”) to the extent and in such detail as will accurately reflect all payments received under this Contract. Subcontractor’s accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAPP); Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

REPORTING REQUIREMENTS

Monthly payments will be made upon submission of programmatic and financial expenditure reports from the Subcontractor to NEGRC no later than the 5th working day following the end of each month during the term of this contract.

Programmatic Reports include, but not limited to, Service Logs (HCBS Logs, Activity Logs, and Reports showing services paid by other fund sources), Daily Food Vendor Meal Delivery Invoices, Meal Order Form, Monthly Activity Calendars, Meal Temperatures/Evaluation Forms, and Reservations/Sign-In Sheets for Meals Only (for those that cook on-site).

Financial Reports include, but not limited to, Monthly Reimbursement Form, Report of Certified Costs (Title IIIB, IIIC1 and IIIC2 Match/In-Kind Form-Annex J) and Raw Foods Report/Receipts.

The Subcontractor also agrees to submit the “Final Supplemental” expenditure report of this contract, if required, not later than 30 calendar days following the contract termination date. Any reimbursement request submitted after said 30 days will not be paid by NEGRC.

RECORD KEEPING

The Subcontractor hereby agrees to establish written procedures to assure proper development, maintenance, and retention of the following:

- All client records
- All financial records
- Contract documents
- Expenditure reports and all accounting records used to prepare the expenditure report, including records for program income, fees and other cash or in-kind contributions
- Programmatic records, including client information and services provided to each client as stipulated by GA DHS/DAS and in accordance with data maintained from automated information systems,
- Property records
- Other records required by the terms of the contract agreement or program rules and regulations
- Personnel records
- Statistical records, and
- All other records related to subcontractor performance

The Subcontractor hereby agrees to retain records for **seven years** from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Subcontractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.

Once documents, files, or information storage devices are no longer required to be maintained pursuant to contractual obligations or record retention schedules, that information can only be appropriately disposed of by shredding, erasing, or otherwise permanently destroying or making irreversibly indecipherable all physical forms of information that contain the confidential, personally identifiable and/or protected health information of clients. Documents and information storage devices must be kept secure in compliance with record retention schedules until they are destroyed. If documents are shredded, they must be shredded with a device that meets a minimum DIN security level P-4 rating or higher.

MONITORINGS AND AUDITS

The NEGRC shall conduct at least one annual on-site or desk review fiscal and program monitoring of the Subcontractor. The maximum allowable advance notice for both fiscal and programmatic

monitoring shall be 48 hours. Unannounced visits are allowable. The NEGRC will also conduct quarterly desk reviews, of fiscal (expenditures) and programmatic performance of the Subcontractor. The monitoring of subcontractors includes assessing adherence to program guidelines and requirements, program integrity and public purpose of services provided. The NEGRC will submit a formal, written report of the monitoring results stating the performance status and any required corrective actions that must be furnished.

The NEGRC will also send out consumer satisfaction surveys to clients as part of the annual evaluation of the Subcontractor performance. The NEGRC will use the survey results to determine what technical assistance is needed for the improvement of provider operations and/or service quality when indicated. The NEGRC will provide specific, written feedback to the Subcontractor regarding consumer satisfaction survey results findings and technical assistance to the Subcontractor in developing strategies for improvement of results or corrective action plans, when indicated. The NEGRC will also furnish the customer satisfaction results to the GA DHS/DAS on a yearly basis or upon request.

The GA DHS or its authorized representative shall have the right to enter into the premises of the Subcontractor and/or all Sub-Subcontractors, or any place where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

ANNUAL FISCAL AUDITS

Subcontractors that expend \$750,000 or more in **Federal awards** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements.

Subcontractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State Funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants.

All Subcontractors receiving more than three hundred thousand dollars (\$300,000) in **Federal funds** per year shall be audited according to the provisions of the Single Audit Act of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations."

Subcontractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their fiscal year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external audit standards and sanctions, see the Georgia Department of Human Services On-line Directives Information System POL 1902-External Entities Audit Standards and Sanctions.

Subcontractor further agrees to submit one (1) copy of the required audit or financial statements within

one hundred eighty (180) days after the closing of the Subcontractor's year.

The Subcontractor shall ensure that the funding contained in any audit are resolved as soon as possible and that a report on the resolution or corrective action taken is provided to NEGRC within thirty (30) calendar days after the final audit report has been issued.

The Subcontractor agrees that the NEGRC and GA DHS may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Subcontractor may also repay the NEGRC and GA DHS for the total exception by certified funds.

CRITICAL INCIDENT REPORTING

Subcontractor has the responsibility for ensuring the health and safety of NEGRC and GA DHS clients/consumers/customers served under this contract is not placed in any jeopardy. Therefore, the Subcontractor shall have an effective response system when critical incidents occur. This responsibility is for any and all Sub-Subcontractors employed by the Subcontractor to provide services pursuant to this contract.

- A. In the case of an emergency, Subcontractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Subcontractor shall have a formal written critical reporting procedure that is approved by the licensing or certification authority, if applicable, NEGRC and the GA DHS.
- C. Subcontractor is responsible for taking necessary actions to protect NEGRC and GA DHS clients from any possibility of harm. In doing this, Subcontractor should preserve evidence for an investigation if one is to be conducted.
- D. The NEGRC will notify the GA DHS/DAS staff of the critical incident and results of any immediate action taken. Subcontractor is also expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The NEGRC and the GA DHS will determine whether the Subcontractor actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the NEGRC or Department of Human Services will determine:
 - 1. Whether or not client's health, safety and welfare are protected.
 - 2. That the response to the situation and event was reasonable and appropriate.
 - 3. That the Subcontractor's procedures and system for responding to such incidents were

- adequate; and that relevant steps to prevent similar incidents were taken.
4. That Subcontractor and/or its staff or Sub-Subcontractors involved in the incident appear to be trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Subcontractor agrees to cooperate with the NEGRC and GA DHS in its investigation of all Critical Incidents and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.
- G. Each Subcontractor shall produce and post a “Notice Concerning Critical Incident Reporting” sign. The signage must conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, public area accessible to clients/customers/consumers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timeliness of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Subcontractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Subcontractor’s or the GA DHS’s responsibilities under this Contract, except with the informed, written consent of the client or the client’s legal guardian, as required by law.

PROPERTY MANAGEMENT REQUIREMENTS

The Subcontractor agrees:

- A. To maintain written procurement procedures, which comply with the policies and procedures as promulgated in the DHS Manual 1460: Personal Property Management, which are by reference made a part of this contract.
- B. That all non-expendable personal property purchased, in total or in part, with funds received from the NEGRC and the GA DHS during the term of this contract and all previous contracts is property of the State of Georgia and the NEGRC and is subject to the rules and regulations of the GA DHS throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the NEGRC and the GA DHS Office of Facilities and Support Services, Construction and Real Property Section.
- C. To work with NEGRC staff to complete Form #5111, Detailed Equipment Listing within thirty (30) days after acquisition of such property. The form includes, at a minimum, a description of the property, the manufacturer's identification number, the source of funding for the purchase, the acquisition date, and acquisition cost. The NEGRC will then forward form #5111 to the GA DHS/DAS and they will then forward the form to the DHS Offices of Facilities and Support Services, Asset Services Section.

- D. **To conduct a physical inventory of property and reconcile the results with existing property records at least once a year.** Subcontractor understands that the requirements for inventory of property and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed. Any difference between items determined by the physical inspection and those shown in the accounting records of the Subcontractor shall be investigated to determine the causes for the difference. The Subcontractor shall, in connection with the inventory, verify the existence, current utilization and continued need for the property.
- E. To provide a current inventory list to the NEGRC to assist in the participation of the GA DHS Annual Content Inventory Audit with the DHS Office of Facilities and Support Services (OFSS) Asset Management Unit.
- F. If the contract is terminated prior to expiration or is not renewed, Subcontractor agrees to work with the NEGRC to properly dispose of all state property with guidance from the GA DHS Office of Facilities and Support Services (OFSS) Asset Management Unit.

ENTIRE AGREEMENT

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

CONTRACT ANNEX INCLUSION

This contract includes Annexes as listed below (not in sequence due to required Division of Aging Annexes), which are hereto attached:

- X Annex A Area Plan Provider Services List
- X Annex B Program Performance Report
- X Annex C Certification Regarding Lobbying
- X Annex D Debarment Certification
- X Annex E Area Plan Budget Fund Source Summary by Provider
- X Annex F Area Plan Budget Service Summary by Provider
- X Annex I Report of Certified Costs/In-kind
- X Annex K HIPAA Business Associate Agreement
- X Annex M Federal Grant Award Information
- X Annex N Notice Concerning Critical Incident Reporting
- X Annex O Security and Immigration Affidavit
- X Annex P Assurance of Compliance with Title VI of the Civil Rights Act of 1964
- X Annex Q Assurance of Compliance with the Americans Disabilities Act of 1990

SIGNATURES TO CONTRACT BETWEEN
THE NORTHEAST GEORGIA REGIONAL COMMISSION

AND

MORGAN COUNTY BOARD OF COMMISSIONERS

IN WITNESS WHEREOF, the NEGRC and the SUBCONTRACTOR, acting by and through their duly authorized officers, agree to the terms and conditions of this Contract, set forth above, by affixing their signatures hereunto.

Acting for and on behalf of the
Morgan County Board of Commissioners
P. O. Box 168/150 E. Washington Street
Madison, Georgia 30650

Acting for and on behalf of
Northeast Georgia Regional Commission
305 Research Drive
Athens, Georgia 30605

Signature _____

Name Ben Riden

Title Chairman

Date _____

Witness

Signature _____

Name _____

Title _____

Date _____

Signature _____

Name BURKE WALKER

Title EXECUTIVE DIRECTOR

Date _____

Signature _____

Name LINDA BLECHINGER

Title RC Board Chairperson

Date _____

**SCOPE OF SERVICE
PROGRAM GUIDELINES AND REQUIREMENTS**

Subcontractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:

1. Subcontractor will stay abreast of all the Home and Community Based Services policies on the Online Directives Information System (ODIS) website located at <http://odis.dhs.ga.gov/Main/Default.aspx>.
2. A summary of services delivery sites for each fund source or program is attached hereto as Provider Service List.
3. The approved budget for all fund sources or programs are attached hereto as Annexes, titled Area Plan Budget Fund Source Summary by Provider Report and Area Plan Budget Service Summary Report by Provider Report.
4. Subcontractor will complete the Uniform Cost Methodology Process on an annual basis, in accordance with GA DHS/DAS'S policies and procedures, to determine projected unit costs and other costs of contracted services.
5. The Subcontractor may move and/or close sites during the term of this Contract only with the prior written approval of the NEGRC, Executive Director and the Director, GA DHS Division of Aging Services, provided the total cost of the Contract does not either increase or decrease.
6. Subcontractors agree to fully comply with applicable policy and law governing provisions of each service authorized under this contract, including compliance to any amendment or revision to applicable policy or law that may occur during the term of this contract.
7. Subcontractor will assure that there is one qualified staff person that is available to manage each senior center/nutrition site, and there is adequate support staff and volunteers to assist with center operations. This individual is responsible for the overall management of nutrition services and compliance with performance standards, requirements, and procedures. This person, and any other employee(s) responsible for food management (preparing, handling or serving), must be ServSafe certified as required by the state.
8. Subcontractor will assure that all full-time staff (or volunteers at the collaborative sites) shall be trained to perform the following: Basic First Aid, CPR and Heimlich Maneuver. At least one trained staff person will be in the facility whenever participants are present.
9. Subcontractor will assure that orientation and ongoing training for administrative and direct service staff and volunteers shall be secured to provide safe, appropriate, and efficient services to older adults, and compliance with all applicable requirements and procedures. Providers shall document and maintain records of all content and dates of orientation and training for monitoring purposes. Also, the appropriate staff will attend the Senior Center Directors Meetings and other network meetings/trainings held by the NEGRC, GA Department of Human Services/Division of Aging Services.
10. Subcontractor will work with the NEGRC AAA/Aging and Disability Resource Connection (ADRC)

Staff to ensure that all applicants for services go through the ADRC to be screened for services and determined eligible for services in accordance with GA DHS/DAS'S policies and procedures.

11. Subcontractor will ensure that all client initial assessment and reassessment data and other required data elements for non-Medicaid Home and Community-Based Services clients are collected, verified, and entered into the DHS Data System (DDS) in a timely manner. Subcontractor will continuously work on quality assurance and ensure that any missing data elements are entered once identified by NEGRC or GA DHS.
12. Subcontractor will implement Program Income Voluntary Client Contributions requirements for non-Medicaid Home and Community-Based Services, as required by GA DHS/DAS'S policies. Subcontractor agrees that revenue generated from the Program income Voluntary Client Contributions will be used to expand the service for which such payment was given.
13. The Georgia General Assembly appropriates state funds to be used to support or expand core supportive home and community-based services. It is GA DHS/DAS'S policy that all eligible Older Americans Act and state-funded services shall be subject to cost sharing. The Older Americans Act prescribes that cost share be determined solely on individual income and the cost of providing services. The Subcontractor will collect and enter client income information into the HCBS Income Worksheet in DDS for their clients. Using the HCBS Income Worksheet and the Sliding Fee Scale, the subcontractor will determine the amount of cost share to be collected as part of a Fee-for-Service System.

Services subject to cost sharing for state funded or OAA funded services include but are not limited to: Adult Day Care/Health Services, Homemaker Services, Personal Support Services, Respite Care Services, Transportation Services, Senior Center Activities, Recreation Services and Wellness Program Services.

The Subcontractor may not impose a cost share for the following services or persons paid with OAA or state funds including, but not limited to: Information and Assistance, Outreach, Elderly Legal Assistance, Nutrition Services (including congregate and home delivered meals), Nutrition screening, counseling and education or any service provided to low income older persons whose income is at or below the Federal Poverty Limit.

14. Subcontractor will assure that all activities will be entered into the DDS by the 5th working day of each month in order to give the NEGRC Staff time to check programmatic and complete financial data entry by the 15th working day of each month. Entering dates and times other than when services were rendered are not acceptable.
15. NEGRC agrees to reimburse the Subcontractor for eligible services delivered upon receipt of their reimbursement from the GA DHS.
16. Subcontractor will assure that there are written policies and procedures, including, but not limited to policies regarding client confidentiality, personnel practices, and grievance procedures.
17. Subcontractor will assure that the following notices are posted in visible locations and in legible formats or distributed to participants: Certified Menu; Voluntary Contributions Policies and Procedures; Notices of accessibility and non-discrimination policies and participant complaint

procedures; emergency evacuation plan; calendar of planned activities and nutrition education materials.

18. Subcontractor will establish and implement policies and procedures to protect the safety of individuals, staff, and volunteers. Such policies will address the organization's responsibilities to intervene in management of such risks, and will address the following circumstances, at a minimum, as appropriate to their scope of practice:
 1. Mandatory reporting of suspected abuse, neglect, or exploitation. Staff of all contractors for non-Medicaid Home and Community Based Services are considered Mandated Reporters under O.C.G.A. 30-5-4.
 2. Protocols for staff and volunteers who interact with clients, and
 3. Reporting of incidents to the GA DHS Adult Protective Services Central Intake, law enforcement and the NEGRC immediately.
 4. Reporting of incidents of suspected abuse, neglect and exploitation in a long-term care facility, the report should be made to the GA Department of Community Health, Health Care and Facilities Regulation.
19. Subcontractor will assure that each nutrition service program site shall be operated in compliance with all federal, state, and local laws and codes that govern facility operations, specifically related to fire, health, sanitation, and safety laws and regulations.
20. The Subcontractor shall develop and implement written policies to provide for the availability of food to participants in anticipation of and during emergencies and disasters, including contingency planning for delivery vehicle breakdowns, inclement weather, shortage in deliveries, food contamination, spoilage, etc.
21. The Subcontractor will provide a variety of services to their congregate and home delivered meals clients. They may choose to only get reimbursed for one or two supportive services, but all must be provided, and records are maintained at the site for monitoring purposes.
22. Subcontractor will work with the local Food Bank as an active partner. Subcontractor acknowledges that products purchased or donated by a Food Bank may only be used to assist persons with greater social and economic need. The items donated or given by a Food Bank cannot be sold to the consumers/customers/clients.
23. Subcontractor will participate in all programmatic and fiscal monitoring conducted by the NEGRC and/or GA DHS/DAS Staff.
24. Subcontractor will contact the NEGRC to ask questions and receive technical assistance.

Agency: Northeast Georgia Region AAA
 Start Date: 07/01/2023
 End Date: 06/30/2024

Parent Provider: Morgan County Board of Commissioners [Parent]

<u>Contact</u>	<u>Address</u>	<u>Programs</u>	<u>Services</u>
Name: Benjamin Malcom Riden Jr.	150 East Washington Street, P.O. Box 168	HCBS - Kinship Care	Support Group
Phone: (706)342-0725	Madison, GA 30650-0168		
Fax: (706)343-6450		HCBS - Nutrition Services	Home Delivered Meals
Email: briden@morgancountyga.gov		HCBS - Senior Centers	Congregate Meals
			Senior Recreation

Service Provider: Morgan County Senior Center

<u>Contact</u>	<u>Address</u>	<u>Programs</u>	<u>Services</u>
Name: Mary Nunn	991 South Main Street	HCBS - Kinship Care	Support Group
Phone: (706)342-1614	Madison, GA 30650		
Fax: (706)342-7102		HCBS - Nutrition Services	Home Delivered Meals
Email: mnunn@morgancountyga.gov		HCBS - Senior Centers	Congregate Meals
			Senior Recreation

DHS - Division of Aging Services
Program Performance Report by Service - Provider

Annex B

SFY: 2024

AAA: Northeast Georgia Region AAA

Includes amounts provided through Service Month: 07/2023

Provider: Morgan County Board of Commissioners [Parent]

Fund Source	Units Provided					Expenditures				Persons Served**			
	Month 07/2023	YTD SFY 2024	SFY Contract	% of Contract	Unit Cost*	Month 07/2023	YTD SFY 2024	Annual Budget	% of Budget	Month 07/2023	YTD SFY 2024	SFY Contract	% of Contract
Program: HCBS - HCBS Services													
Service: Senior Recreation													
ARPA Supportive Services	0.00	0.00	1.00	0.00%	0.00	\$0.00	\$0.00	\$0.00	0.00%	0	0	1	0.00%
Service Total:	0.00	0.00	1.00	0.00%		\$0.00	\$0.00	\$0.00	0.00%	0	0	1	0.00%
Service: Telephone Reassurance													
ARPA Supportive Services	0.00	0.00	1.00	0.00%	0.00	\$0.00	\$0.00	\$0.00	0.00%	0	0	1	0.00%
Service Total:	0.00	0.00	1.00	0.00%		\$0.00	\$0.00	\$0.00	0.00%	0	0	1	0.00%
Program: HCBS - Kinship Care													
Service: Support Group													
OAA Title III E - Family Caregiver Support	1.00	1.00	11.00	9.09%	885.77	\$885.77	\$885.77	\$9,743.47	9.09%	1	1	11	9.09%
Other	0.00	0.00	9.00	0.00%	885.77	\$0.00	\$0.00	\$7,971.93	0.00%	0	0	9	0.00%
Service Total:	1.00	1.00	20.00	5.00%		\$885.77	\$885.77	\$17,715.40	5.00%	1	1	20	5.00%
Program: HCBS - Nutrition Services													
Service: Home Delivered Meals													
ARPA Home Delivered Meals	0.00	0.00	1.00	0.00%	0.00	\$0.00	\$0.00	\$0.00	0.00%	0	0	1	0.00%
CBS - HCBS State	105.00	105.00	1,184.00	8.87%	15.66	\$1,644.30	\$1,644.30	\$18,541.44	8.87%	5	5	4	125.00%
Income Tax Check-off	0.00	0.00	1.00	0.00%	0.00	\$0.00	\$0.00	\$0.00	0.00%	0	0	1	0.00%
NSIP - SSBG Supplemental	20.00	20.00	205.00	9.76%	15.66	\$313.20	\$313.20	\$3,210.30	9.76%	1	1	1	100.00%
NSIP - State	51.00	51.00	551.00	9.26%	15.66	\$798.66	\$798.66	\$8,628.66	9.26%	3	3	2	150.00%

Note Description: This report retrieves data based on HCBS clients who received service during the state fiscal year up to and including the selected Service Month. Records are retrieved only for service expenses (program expenses are excluded). User can choose to run the report by service or by fund source and may display in Excel format for improved export. *Note that if unit cost changed, the current Unit Cost value is displayed in red. Unit Cost is not displayed when ran "<by AAA>" or by "Fund Source". **Note Persons Served values represent an unduplicated count of clients.

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NOTE: HAR Data as of (08/27/2023)

Data Source: HAR / Report Version 22.03.08

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Provider: Morgan County Board of Commissioners [Parent]													
Fund Source	Units Provided					Expenditures				Persons Served**			
	Month 07/2023	YTD SFY 2024	SFY Contract	% of Contract	Unit Cost*	Month 07/2023	YTD SFY 2024	Annual Budget	% of Budget	Month 07/2023	YTD SFY 2024	SFY Contract	% of Contract
Program: HCBS - Nutrition Services													
Service: Home Delivered Meals													
OAA Title III C2 - Home Delivered Meals	121.00	121.00	1,599.00	7.57%	15.66	\$1,894.86	\$1,894.86	\$25,040.34	7.57%	6	6	6	100.00%
Other	0.00	0.00	1,959.00	0.00%	15.66	\$0.00	\$0.00	\$30,677.94	0.00%	0	0	7	0.00%
Service Total:	297.00	297.00	5,500.00	5.40%		\$4,651.02	\$4,651.02	\$86,098.68	5.40%	15	15	22	68.18%
Program: HCBS - Senior Centers													
Service: Congregate Meals													
CBS - HCBS State	26.00	26.00	431.00	6.03%	17.64	\$458.64	\$458.64	\$7,602.84	6.03%	4	4	5	80.00%
OAA Title III C1 - Congregate Meals	211.00	211.00	2,530.00	8.34%	17.64	\$3,722.04	\$3,722.04	\$44,629.20	8.34%	20	20	29	68.97%
Other	116.00	116.00	3,539.00	3.28%	17.64	\$2,046.24	\$2,046.24	\$62,427.96	3.28%	10	10	41	24.39%
Service Total:	353.00	353.00	6,500.00	5.43%		\$6,226.92	\$6,226.92	\$114,660.00	5.43%	34	34	75	45.33%
Service: Senior Recreation													
OAA Title III B - Supportive Services	15.00	15.00	172.00	8.72%	42.26	\$633.90	\$633.90	\$7,268.72	8.72%	1	1	6	16.67%
Other	119.00	119.00	2,348.00	5.07%	42.26	\$5,028.94	\$5,028.94	\$99,226.48	5.07%	1	1	84	1.19%
Service Total:	134.00	134.00	2,520.00	5.32%		\$5,662.84	\$5,662.84	\$106,495.20	5.32%	1	1	90	1.11%
Provider Total:	785.00	785.00	14,542.00	5.40%		\$17,426.55	\$17,426.55	\$324,969.28	5.36%	51	51	209	24.40%

Note Description: This report retrieves data based on HCBS clients who received service during the state fiscal year up to and including the selected Service Month. Records are retrieved only for service expenses (program expenses are excluded). User can choose to run the report by service or by fund source and may display in Excel format for improved export. *Note that if unit cost changed, the current Unit Cost value is displayed in red. Unit Cost is not displayed when ran "<by AAA>" or by "Fund Source". **Note Persons Served values represent an unduplicated count of clients.

Run Date/Time: 8/28/2023 2:21:47 PM

NOTE: HAR Data as of (08/27/2023)

Data Source: HAR / Report Version 22.03.08

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
(Signature of Official Authorized to Sign)

Date _____

Ben Riden
Printed Name

Chairman
Title of Official

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

Ben Ricker, Chairman

Name and Title of Authorized Representative

Signature

Date

=====

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DHS - Division of Aging Services

Area Plan Budget Summary by Fund Source - Provider

SFY: 2024

Annex E

AAA: Northeast Georgia Region AAA

Area Plan Version 1 - Approved (ActiveVersion)

Fund Source	Federal	State	SubTotal (Payable)	Match	Total	Program Income	Other Source	Total Amount	Units	Unit Cost	# Served
Provider: Morgan County Board of Commissioners [Parent]											
CBS - HCBS State (Unit Cost)	\$0.00	\$26,129.57	\$26,129.57	\$0.00	\$26,129.57	\$0.00	\$14.71	\$26,144.28	-	-	-
NSIP - SSBG Supplemental (Unit Cost)	\$3,203.12	\$0.00	\$3,203.12	\$0.00	\$3,203.12	\$0.00	\$7.18	\$3,210.30	-	-	-
NSIP - State (Unit Cost)	\$0.00	\$8,620.49	\$8,620.49	\$0.00	\$8,620.49	\$0.00	\$8.17	\$8,628.66	-	-	-
OAA Title III B - Supportive Services (Unit Cost)	\$6,168.99	\$362.94	\$6,531.93	\$726.88	\$7,258.81	\$9.91	\$0.00	\$7,268.72	-	-	-
OAA Title III C1 - Congregate Meals (Unit Cost)	\$20,279.48	\$1,192.50	\$21,471.98	\$2,385.00	\$23,856.98	\$20,764.37	\$7.85	\$44,629.20	-	-	-
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$20,431.84	\$1,202.17	\$21,634.01	\$2,404.33	\$24,038.34	\$1,000.00	\$2.00	\$25,040.34	-	-	-
OAA Title III E - Family Caregiver Support (Unit Cost)	\$7,068.00	\$1,413.60	\$8,481.60	\$942.40	\$9,424.00	\$0.00	\$319.47	\$9,743.47	-	-	-
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,304.31	\$200,304.31	-	-	-
Provider Total:	\$57,151.43	\$38,921.27	\$96,072.70	\$6,458.61	\$102,531.31	\$21,774.28	\$200,663.69	\$324,969.28	-		

Report Description: This report lists AAA state fiscal year budget for fund sources as allocated by federal, state or local match. The report also includes units and persons served when viewed by service. An asterisk (*) next to the unit cost amount indicates a cost change occurred and the larger amount is displayed.

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DHS - Division of Aging Services
Area Plan Budget Summary by Service - Provider

SFY: 2024 Annex F
AAA: Northeast Georgia Region AAA Area Plan Version 1 - Approved (ActiveVersion)

Fund Source	Federal	State	SubTotal (Payable)	Match	Total	Program Income	Other Source	Total Amount	Units	Unit Cost	# Served
Provider: Morgan County Board of Commissioners [Parent]											
Program: HCBS - Kinship Care											
Service: Support Group						HCBS - Kinship Care					
OAA Title III E - Family Caregiver Support (Unit Cost)	\$7,068.00	\$1,413.60	\$8,481.60	\$942.40	\$9,424.00	\$0.00	\$319.47	\$9,743.47	11.00	\$885.77	11
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,971.93	\$7,971.93	9.00	\$885.77	9
Service Total:	\$7,068.00	\$1,413.60	\$8,481.60	\$942.40	\$9,424.00	\$0.00	\$8,291.40	\$17,715.40	20.00		
Program Total:	\$7,068.00	\$1,413.60	\$8,481.60	\$942.40	\$9,424.00	\$0.00	\$8,291.40	\$17,715.40	20.00		
Program: HCBS - Nutrition Services											
Service: Home Delivered Meals						HCBS - Nutrition Services					
CBS - HCBS State (Unit Cost)	\$0.00	\$18,534.72	\$18,534.72	\$0.00	\$18,534.72	\$0.00	\$6.72	\$18,541.44	1,184.00	\$15.66	4
NSIP - SSBG Supplemental (Unit Cost)	\$3,203.12	\$0.00	\$3,203.12	\$0.00	\$3,203.12	\$0.00	\$7.18	\$3,210.30	205.00	\$15.66	1
NSIP - State (Unit Cost)	\$0.00	\$8,620.49	\$8,620.49	\$0.00	\$8,620.49	\$0.00	\$8.17	\$8,628.66	551.00	\$15.66	2
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$20,431.84	\$1,202.17	\$21,634.01	\$2,404.33	\$24,038.34	\$1,000.00	\$2.00	\$25,040.34	1,599.00	\$15.66	6
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,677.94	\$30,677.94	1,959.00	\$15.66	7
Service Total:	\$23,634.96	\$28,357.38	\$51,992.34	\$2,404.33	\$54,396.67	\$1,000.00	\$30,702.01	\$86,098.68	5,498.00		
Program Total:	\$23,634.96	\$28,357.38	\$51,992.34	\$2,404.33	\$54,396.67	\$1,000.00	\$30,702.01	\$86,098.68	5,498.00		
Program: HCBS - Senior Centers											
Service: Congregate Meals						HCBS - Senior Centers					
CBS - HCBS State (Unit Cost)	\$0.00	\$7,594.85	\$7,594.85	\$0.00	\$7,594.85	\$0.00	\$7.99	\$7,602.84	431.00	\$17.64	5
OAA Title III C1 - Congregate Meals (Unit Cost)	\$20,279.48	\$1,192.50	\$21,471.98	\$2,385.00	\$23,856.98	\$20,764.37	\$7.85	\$44,629.20	2,530.00	\$17.64	29
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,427.96	\$62,427.96	3,539.00	\$17.64	41
Service Total:	\$20,279.48	\$8,787.35	\$29,066.83	\$2,385.00	\$31,451.83	\$20,764.37	\$62,443.80	\$114,660.00	6,500.00		

Report Description: This report lists AAA state fiscal year budget for fund sources as allocated by federal, state or local match. The report also includes units and persons served when viewed by service. An asterisk (*) next to the unit cost amount indicates a cost change occurred and the larger amount is displayed.

DHS - Division of Aging Services
Area Plan Budget Summary by Service - Provider

SFY: 2024

AAA: Northeast Georgia Region AAA

Area Plan Version 1 - Approved (ActiveVersion)

Service: Senior Recreation

						HCBS - Senior Centers					
OAA Title III B - Supportive Services (Unit Cost)	\$6,168.99	\$362.94	\$6,531.93	\$726.88	\$7,258.81	\$9.91	\$0.00	\$7,268.72	172.00	\$42.26	6
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,226.48	\$99,226.48	2,348.00	\$42.26	84
Service Total:	\$6,168.99	\$362.94	\$6,531.93	\$726.88	\$7,258.81	\$9.91	\$99,226.48	\$106,495.20	2,520.00		
Program Total:	\$26,448.47	\$9,150.29	\$35,598.76	\$3,111.88	\$38,710.64	\$20,774.28	\$161,670.28	\$221,155.20	9,020.00		
Provider Total:	\$57,151.43	\$38,921.27	\$96,072.70	\$6,458.61	\$102,531.31	\$21,774.28	\$200,663.69	\$324,969.28	14,538.00		

**GEORGIA DEPARTMENT OF HUMAN RESOURCES
DIVISION OF AGING SERVICES
REPORT OF CERTIFIED COSTS**

Completed by Contractor:

For the period of: Date: _____ To Date: _____

Name of Contractor: _____ Program Officer, DHR: MaryLea Boatwright Quinn

Specify Type of Certified Costs:

Certified Costs: _____ Non-Cash Match: _____

Specify Type of Program

Type of Program: _____ Contract #: 42700-373-0000111454

Identification #: _____ Control #: _____

Name and Address of Provider of Certified Costs/Non-Cash Match:

Name of Provider: _____
Address of Provider: _____

Costs Detailed:

Personnel:

Name	Title	Salary/Benefits	% of Time	Applicable Amount	
_____	_____	_____	_____	_____	\$
_____	_____	_____	_____	_____	\$
_____	_____	_____	_____	_____	\$
Subtotal					\$
Detail Other Costs:					
_____	_____	_____	_____	_____	\$
_____	_____	_____	_____	_____	\$
_____	_____	_____	_____	_____	\$
Subtotal					\$
TOTAL					\$

I, the undersigned, hereby certify that the above certified costs and/or non-cash match have been provided/received in compliance with the requirements and conditions of the applicable federal or state program. I further certify that my office has available a set of accounting records relative to these certified costs that specifically identifies each specific detailed transaction direct to this federal or state program and that these records are available to DHS or federal auditors to review.

Date: _____ Signature: _____

Title: _____

NORTHEAST GEORGIA REGIONAL COMMISSION

AREA AGENCY ON AGING

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective July 1 2023 ("Effective Date"), is entered into by and between Morgan County Board of Commissioners, and the Northeast Georgia Regional Commission Area Agency on Aging (the "Covered Entity"), with an address at 305 Research Drive, Athens, Georgia 30605 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created, or maintained by certain entities, including healthcare providers (the "Final Privacy Rule"), and meant to protect information regarding individuals treated by those providers. Throughout this Agreement, "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §164.502(g); and

WHEREAS the Final Privacy Rule requires that the Covered Entity enter into this Agreement with Contractor in order to protect the privacy of individually identifiable health information ("Protected Health Information," or "PHI") maintained by the Covered Entity as that term is defined in 45 C.F.R. §164.501. The scope of this Agreement is limited to the information created or received by Contractor from or on behalf of the Covered Entity; and

WHEREAS Contractor and its employees, affiliates, agents, or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. Service Agreements.

- 1.1 Existing Services Agreements. Covered Entity and Contractor are parties to a Services Agreement, which was executed prior to the Effective Date, currently in effect, and incorporated by reference. All existing Agreements between the Parties are incorporated

into this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

- 1.2 Contemporaneous Services Agreement. In the event that Covered Entity and Contractor are not parties to a Services Agreement existing prior to the Effective Date, but instead enter into a Services Agreement at the same time as executing this Agreement, such agreement shall be attached as Exhibit A, or incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.
- 1.3 Use and Disclosure of PHI to Provide Services. The Contractor will not use or further disclose PHI (as such term is defined in the Final Privacy Rule) other than as permitted or required by the terms of the Service Agreement or as required by law. Except as otherwise provided in this document, the Contractor may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Agreement are prohibited.
2. **Additional Contractor Activities.** Except as otherwise provided in this Agreement, the Contractor:
 - 2.1 Agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law, as that phrase is defined at 45 CFR 164.501, provided that such use or disclosure would not violate the Final Privacy Rule if done by the Covered Entity.
 - 2.2 Represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Contractor will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Final Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, that such person will notify the Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.
 - 2.3 May bring together the Covered Entity's PHI in Contractor's possession with the PHI of other covered entities that the Contractor has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the Covered Entity with data analyses relating to its Healthcare Operations, as such term is defined in the Final Privacy Rule. The Contractor will not disclose the PHI obtained from Covered Entity to another Covered Entity without written authorization from Covered Entity.
 - 2.4 May de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. §164.514(b) and that Contractor maintains such documentation as required by applicable law, as provided for in 42 C.F.R. §164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

3. Contractor Covenants. Contractor agrees to:

- 3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement.
- 3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time.
- 3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
- 3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Contractor becoming aware of such use or disclosure.
- 3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Contractor on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to the Contractor with respect to the PHI.
- 3.6 Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528.
- 3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity.
- 3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities.
- 3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.
- 3.10 Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to the Covered Entity as permitted by C.F.R. § 164.504(e)(2)(i) B).

4. Covered Entity Covenants.

- 4.1 Covered Entity shall provide Contractor with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

- 4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.
- 4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.
- 4.4 Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision specifically expects those situations in which the Contractor will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Contractor.
5. **Access to PHI.** Within five (5) days of a request by Covered Entity for access to PHI about a patient contained in a Designated Record Set, as such is defined in the Final Privacy Rule, the Contractor shall make available to Covered Entity, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient request access to PHI directly from the Contractor, the Contractor shall, within five days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.
6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set the Contractor shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeable could be, relied upon by the Contractor or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Contractor in a Designated Record Set.
7. **Accounting for Disclosure of PHI.** Within thirty (30) days of notice by Covered Entity to the Contractor that it has received a request for an accounting of disclosures of PHI regarding an individual, the Contractor shall make available to Covered Entity such information as is in the Contractor's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall, within five (5) days, forward the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.
8. **Access to Books and Records Regarding PHI.** Within ten (10) days of notice by the Covered Entity, the Contractor will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the Contractor on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity compliance with the Final Privacy Rule.

9. Disposition of PHI Upon Termination. The Contractor will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of, Covered Entity which the Contractor and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Contractor will notify Covered Entity of such event in writing and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. Representations and Warranties

10.1 Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party.

- (a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.
- (b) That neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.
- (c) That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.
- (d) That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

11. Term. Unless otherwise terminated as provided in Section 12, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

12. Termination.

12.1 Generally, this Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.

12.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement, and any related agreements if the Covered Entity makes the determination and Contractors has breached a material term of this Agreement.

Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Contractor with written notice of the existence of the breach and provide Contractor with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Contractor shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. Failure by Contractor to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.

- 13. Effect of Termination.** Upon termination pursuant to Section 12, Contractor agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1) if it is feasible to do so. Prior to doing so, the Contractor further agrees to recover any PHI in the possession of its subcontractors or agents

If it is not feasible for the Contractor to return or destroy all PHI, the Contractor will notify the Covered Entity in writing. Such notification shall include: (i) a statement that the Contractor has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Contractor further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Contractor's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

If it is not feasible for the Contractor to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Contractor must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

- 14. Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person.
- 15. Amendments; Waiver.** Both the Covered Entity and Contractor agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Final Privacy Rule and HIPAA.

This agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party hereafter to enforce each and every such provision.

16. **Notices.** Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Covered Entity:

NEGRC/Area Agency on Aging Division
305 Research Drive
Athens, GA 30605-2795

Contractor:

Notice of any change in address of one of the parties shall be given in writing to the other party as provided above.

17. **Regulatory References.** A reference in this Agreement to a section in the Final Privacy Rule means the section in effect or as amended, and for which compliance is required.
18. **Survival.** The respective rights and obligations of Contractors under this Agreement shall survive termination of this Agreement.
19. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule and which protects the privacy of the individual.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date:

Morgan County Board of Commissioners
Covered Entity

Contractor



SUBRECIPIENT FEDERAL GRANT AWARD INFORMATION

For each federal grant award associated with this Contract¹, DHS has identified the CFDA (Catalog of Federal Domestic Assistance) title and number, award name, award number, award year, Common Accounting Number (CAN), the name of the federal awarding agency, and indicated whether the award is for research and development (R&D):

CFDA Number	CFDA Title	Award Name	Award Number	Award Year ¹	CAN	Federal Awarding Agency	R&D (Indicate Yes or No)
93.053	Nutrition Services Incentive Program	Nutrition Services Incentive Program	2101GADANS-03	10/1/21 -9/30/23	2022,2994325	Administration for Community Living	No
93.044	Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers	IIIb: Supportive Services	2301GADASS-01	10/1/22 -9/30/24	2023,2994315	Administration for Community Living	No
93.045	Special Programs for the Aging Title III, Part C: Nutrition Services	IIIc1: Congregate Meals	2301GADACM-01	10/1/22 -9/30/24	2023,2994320	Administration for Community Living	No
93.045	Special Programs for the Aging Title III, Part C: Nutrition Services	IIIc2: Home-Delivered Meals	2301GADAMD-01	10/1/22 -9/30/24	2023,2994321	Administration for Community Living	No
93.043	Special Programs for the Aging Title III, Part D: Disease Prevention and Health Promotion Services	IIId: Preventive Health	2301GADAPH-01	10/1/22 -9/30/24	2023,2994316	Administration for Community Living	No
93.667	Social Services Block Grant	Social Services Block Grant	2201GAS05R	10/1/21 -9/30/23	2022,6992342	Administration on Children & Families	No
93.052	National Family Caregiver Support, Title III, Part E	IIIE: NFCSF	2301GADAFD-01	10/1/22 -9/30/24	2023,2995148	Administration for Community Living	No
93.791	Money Follows the Person Rebalancing Demonstration	Money Follows the Person	1UCMS030163-01-08	2014	5992181	Department of Health and Human Services Centers for Medicare and Medicaid Services	No

¹ Consult Budget Officer in Respective DHS Division/Office for assistance in completing this Annex.

² Annex must be completed when the Contractor has been determined to be a Subrecipient.

³ Award year could be different than, and is not necessarily the same as, the contract year.

Brian P. Kemp
Governor



Candice L. Broce
Commissioner

Georgia Department of Human Services

Aging Services | Child Support Services | Family & Children Services

NOTICE CONCERNING CRITICAL INCIDENT REPORTING

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: <http://dhs.georgia.gov>, Navigate to "Divisions & Offices",
scroll to "Office of Inspector General" and click "online form".

Address: 47 Trinity Avenue, SW
Atlanta, Georgia 30334

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program.
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof.
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof.
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract.
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c).
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Morgan County Senior Center

Name of Contractor

Aging Services

Name of Project

Morgan County Board of Commissioners

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2023 in Madison (city), GA (state).

Signature of Authorized Officer or Agent

Ben Riden, Chairman

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

ANNEX P

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

The Subcontractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI and the Act and the Regulation, no person in the United States shall, on the ground of political affiliation, religion, race, color, sex, handicap, age, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity financed in whole or in part by federal funds, which the Subcontractor provides or participates directly through a contractual or other arrangement.

The Subcontractor agrees to make no distinction on the ground of political affiliation, religion, race, color, sex, handicap, age, or national origin with respect to admission policy or procedure or in the provision of any aid, care, service, or other benefits to individuals admitted or seeking admission to the Subcontractor.

This assurance is given in consideration of and for the purpose of receiving any and all payments from state agencies receiving federal grants. The Subcontractor recognizes and agrees that state agency financial payments will be extended in reliance on the presentations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. The assurance is binding on the Subcontractor, its successors, transferees, and assignees, and the persons whose signatures appear below are authorized to sign this assurance on behalf of the Subcontractor.

Date

Morgan County Board of Commissioners
Name of Subcontractor

Signature of Legally Authorized Person

Chairman
Title

ANNEX Q

ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, AND AMERICANS WITH DISABILITIES ACT OF 1990

The Subcontractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable DHHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to sub-section 84.5(a) of the regulation (45 CFR 84.5{a}), the Subcontractor gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The Subcontractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Subcontractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal assistance is extended by it to the Department of Health and Human Services or, where the assistance is in the form of real property, for the period provided for in sub-section 84.5(b) of the regulation (45 CFR 84.5{b}).

The CONTRACTOR: (check {a} or {b})

- a. ☐ Employees fewer than fifteen (15) persons.
- b. ☐ Employees fifteen (15) or more persons and, pursuant to sub-section 84.7(a) of the regulation (45 CFR 84.7{a}), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

I certify that this information is complete and correct to the best of my knowledge.

Morgan County Board of Commissioners 706-342-0725
Name of Subcontractor Telephone Number
PO Box 168, 150 E. Washington St. 58-6000867
Address (IRS) Employer Identification #
Madison, GA 30650
City/State/Zip

Signature of Legally Authorized Person

Date



MORGAN COUNTY AGENDA REQUEST

Department:

Senior Center

Presenter(s):

Mary Nunn

Meeting Date: mm/dd/yyyy 10/17/2023

Type of Request:

New Business

Wording for the Agenda:

GA Food Services contract for SFY24

Background/History/Details:

Requesting approval of SFY24 contract with GA Food Services including increase in pricing.
Cost comparison of FY23 and FY24 attached.

What action are you seeking from the Board of Commissioners?

Approval of GA Food Services SFY24.

If this item requires funding, please describe:

N/A-funding is provided through the Northeast Georgia Area Agency on Aging grant and donations.

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

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

Approved by Finance

Not Applicable

Approved by Purchasing

Not Applicable

Manager's Approval

No

Staff Notes:

Rec 8/14/23 MW

AMENDMENT No. 3

This Amendment Number 3 ("Amendment") to the Contract ("Amendment") dated July 1, 2020, by and between **Morgan County Senior Center**, located at 991 South Main Street, Madison, GA 30650 (hereinafter referred to as "**COUNTY**") and **G.A. Food Services of Pinellas County, LLC**. (hereinafter referred to as "**CONTRACTOR**") having its principal place of business at 12200 32nd Court North, St Petersburg, FL 33716. The **COUNTY** and **CONTRACTOR** are also referred to herein collectively as the "Parties."

RECITALS

WHEREAS, the Parties previously executed a Contract ("Contract") on July 1, 2020, creating certain rights, obligations, and duties between the Parties, all as fully set forth in the Contract; and

WHEREAS, the Parties desire and wish to amend certain provisions of the Contract to the extent explicitly stated in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

The Contract dated July 1, 2020, between the **COUNTY** and **CONTRACTOR** is hereby amended, effective July 1, 2023, as follows.

1. Section 4. Term: The Term is hereby extended July 1, 2023 through June 30, 2024.
2. Attachment A, Section 1, is hereby amended to in its entirety to read as follows:

The purchase price for all regular meals ordered by **COUNTY** under this Contract shall be computed as follows for the dates of July 1, 2023 – June 30, 2024:

July 1, 2023 – June 30, 2024

Meal Type	Price/Meal
Hot Congregate Bulk Meals	\$5.14
Hot Congregate Pre-plate Meals	\$5.49
Picnic Meal	\$5.43
Frozen Meals without components	\$3.20
TMS	\$5.71
Shelf Stable Five Pack Meals	\$5.43

3. Attachment D: Is hereby replaced in its entirety with Attachment D dated July 1, 2023 – June 30, 2024, attached hereto.
4. As hereinabove amended, all other Terms and Covenants of the Contract will remain in full force and effect.

As hereinabove amended, all other Terms and Covenants of the Contract will remain in full force and effect.

IN WITNESS WHEREOF, **COUNTY** and the **CONTRACTOR**, acting by and through their duly authorized officers, agree to the terms and conditions of this Contract, set forth above, by affixing their signatures hereto.

Acting for and on behalf of:
Morgan County Senior Center
991 South Main Street
Madison, GA 30650

Acting for and on behalf of:
G.A. Food Service
15151 Prater Drive, Suite F
Covington, GA 30014

With Corporate offices located at:
12200 32nd Court N.
St. Petersburg, FL 33716

Signature: _____
Name: Ben Riden
Title: Chairman, Board of
Date: _____ Commissioners

Signature: Debra Silvers
Name: Debra Silvers, Esq.
Title: Chief Compliance Officer & General Counsel
Date: August 14, 2023

ATTACHMENT D
NEGRC – Morgan County
Supply Sheet

Supply Item Pricing Effective: 9/1/2023 - 6/30/2024

Item Number	Description	Unit of Measure	Price	Quantity
RM000073	PC Sugar 200/bg 2000/cs (F320)	CASE	\$0.00	
RM000074	PC Sugar Substitute 2000/cs (F320A)	CASE	\$0.00	
RM000158	Coffee Regular 128/cs (D114D)	CASE	\$0.00	
RM000163	Coffee Decaf 128/cs (D115D)	CASE	\$0.00	
RM000200	Tea Instant 3/4oz 50/cs (D820)	CASE	\$0.00	
RM000636	Creamer Packets 1000/cs (F120)	CASE	\$0.00	
SUP000026	Bag Sandwich 6x7x1.75 clear saddle 2000/cs (K090A)	CASE	\$0.00	
SUP000523	Tray 7139tp Foil 200/cs (L855B)	CASE	\$0.00	
SUP000600	Coffee Filters 2-500/cs (K669)	PACKAGING	\$0.00	
SUP000915	Gloves Clear Poly Powder Free - Large 20/500cs	CASE	\$0.00	
RM002520	Milk 1% Low Fat 1/2 Pint	EACH	\$0.35	
RM002521	Buttermilk Fat Free 1/2 Pint	EACH	\$0.35	
RM002519	Milk Chocolate FF Reduced Sugar 1/2 Pint	EACH	\$0.36	
SUP000428	Napkins 2-Ply 15x17 150/Pk 20Pk/Cs	PACK	\$0.40	
SUP000603	Stirrers Coffee 1000/box 10box/cs (K730)	BOX	\$4.23	
SUP000604	Straws Plastic 500/box 24box/cs (K740)	BOX	\$4.50	
SUP000536	Aprons Plastic 10 boxes of 100ea/1000cs	BOX	\$6.50	
RM001440	PC Salt 3000/cs (F300)	CASE	\$6.77	
RM001687	PC Pepper 3000/cs (F290)	CASE	\$11.60	
RM001357	PC Hot Sauce 200/cs (F321)	CASE	\$16.80	
SUP000489	Thermometers Pocket (L934)	EACH	\$21.83	
SUP000004	Bag Paper 10# 500/bnd (K030)	BUNDLE	\$23.32	
SUP000546	Hairnets Bouffant 10/100 - 1000cs - White	PACK	\$28.72	
SUP000317	Lid 6oz Squat Lid 12/1 1m	CASE	\$32.63	
SUP000509	Tray 5 Comp White Foam (K860)	CASE	\$33.64	
SUP000175	Cup 8oz Foam (K200)	CASE	\$34.63	
SUP000872	Vented Lid for 6oz Squat Cup 1M/cs	CASE	\$37.50	
SUP000171	Cup 12oz Drink Foam 12/12 1M (K180)	CASE	\$39.02	
SUP000011	Bag Poly T-sack 900/cs (K060)	CASE	\$40.25	
SUP000178	Cup 6oz Squat Foam 6S/12 1000	CASE	\$40.71	
SUP001012	Napkins 2-Ply 15x16 TORK	CASE	\$47.40	
SUP000914	Gloves Clear Poly Powder Free - Medium 20/500cs	CASE	\$48.48	
SUP000202	Cutlery 4-in-1 Hvy Wt 250/cs (K435A)	CASE	\$53.06	
SUP000184	Cup 4oz Squat Foam #F4 (K720)	CASE	\$56.51	
SUP000031	Bowl 12oz (th10012/82100)1m/cs (K100)	CASE	\$79.40	
SUP000103	Bleach 6gal/cs (L010)	GALLON	\$96.20	

CENTER'S OVERALL COST OF MEALS:

	<u>FY23</u>	<u>FY24</u>
CONGREGATE:	\$13.73 EACH	\$17.73
HOME DELIVERED:	\$ 16.84 EACH	\$15.66
VENDOR COST OF MEAL:	\$4.75	\$5.14
PRE-PLATED:	\$5.07	\$5.49
FROZEN 5-PACK:	\$5.28	\$3.20
SHELF STABLE:	\$5.02	\$5.43
PICNIC MEAL:	\$5.02	\$5.43



MORGAN COUNTY AGENDA REQUEST

Department:

Roads & Bridges

Presenter(s):

T. Wooten/ M. Williams

Meeting Date: mm/dd/yyyy

10/17/2023

Type of Request:

New Business

Wording for the Agenda:

Purchase of Trailer

Background/History/Details:

Public Works is requesting to purchase a gooseneck trailer to replace a standard hitch trailer currently being used. The request was included in the FY24 Capital Budget request, but rather than being approved it was listed as a possible mid year purchase. Due to savings in other approved capital purchases, funding is available without requiring a budget amendment.

What action are you seeking from the Board of Commissioners?

Motion to approve the purchase of a a goose neck trailer.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

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

Approved by Finance

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

A. Mestres

Meeting Date: mm/dd/yyyy

10/17/2023

Type of Request:

New Business

Wording for the Agenda:

Windsor Creek Quit-Claim Deed

Background/History/Details:

Over the last year, county staff has been working closely with Farmers and Merchants Bank regarding the roads contained inside the Windsor Creek Subdivision (Windsor Creek Dr & Windsor Creek Way). These roads were never formally adopted or accepted by the BOC. One of the main reasons was because the roads contained in the subdivision did not comply with county road standards. When Farmers and Merchants Bank took control of the property they discussed options about road repair to bring them up to the standards. Earlier this year, the roads were repaired and resurfaced to meet county standards. As such, Farmers and Merchants Bank is seeking consideration from the BOC to accept the quit-claim deed of Windsor Creek Dr and Windsor Creek Way and add said roads to the county's road list.

What action are you seeking from the Board of Commissioners?

Motion to approve the quit-claim deed for Windsor Creek Dr and Windsor Creek Way from Farmers & Merchants Bank as presented.

If this item requires funding, please describe:

No

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

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

Approved by Finance

Not Applicable

Approved by Purchasing

Not Applicable

Manager's Approval

Yes

Staff Notes:

RETURN TO:

**Talley & Associates, P.C.
1892 Ga. Hwy. 138, SE
Conyers, GA 30013
Windsor Creek SD file**

Quit-Claim Deed

State of Georgia County of Rockdale

THIS INDENTURE, made the 10th day of Sept. 2023, between

Farmers and Merchants Bank

As party or parties of the first part, hereinafter called Grantors,

Morgan County, Georgia

As party or parties of the second part, hereinafter called Grantees (the words "Grantors" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents do hereby remise, convey and forever Quitclaim unto Grantees:

ALL THAT TRACT or parcel of land lying and being in Land Lots 103 and 133 of the 27th District, 277th GMD of Morgan County, Georgia, being 60 foot right of way known as Windsor Creek Drive and the 60 foot right of way known as Windsor Creek Way, shown on plat of: Windsor Creek Subdivision, dated 1/1/16, and recorded in Plat Book 46, Pages 87-89, Morgan County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

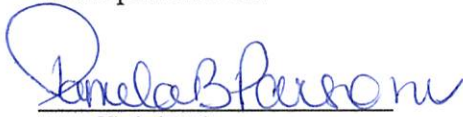
The purpose of this Quit Claim Deed is to release any and all right, title and interest Grantor has in the above described property.

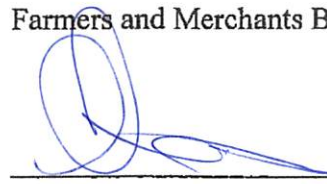
TO HAVE AND TO HOLD the said described premises to Grantees, so that neither Grantors nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

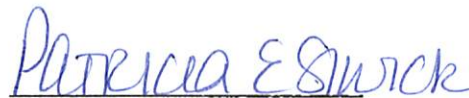
IN WITNESS WHEREOF Grantors have signed and sealed this deed, the day and year first above written.

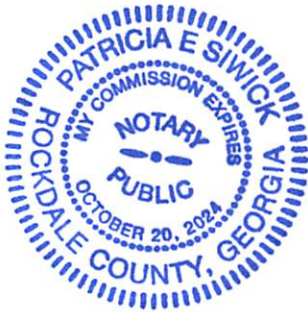
Signed, sealed and delivered
In the presence of:

Farmers and Merchants Bank


Unofficial Witness

 (SEAL)
Guy M Dabbs, III, *SVT*


Notary Public



SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Farmers and Merchants Bank				Exempt Code If no exempt code enter NONE	Govt/NonProfit Public Corp
MAILING ADDRESS (STREET & NUMBER) 2140 Old Covington Road				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Conyers, GA 30013 USA		DATE OF SALE 9/6/2023		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Morgan County, Georgia				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 150 East Washington Street				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Madison, GA 30650 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY MORGAN		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER N/A	ACCOUNT NUMBER
TAX DISTRICT	GMD 277th	LAND DISTRICT 27th	ACRES	LAND LOT 103 and 133	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None



MORGAN COUNTY AGENDA REQUEST

Department:

Animal Control

Presenter(s):

M. Williams

Meeting Date: mm/dd/yyyy

10/17/2023

Type of Request:

New Business

Wording for the Agenda:

Budget Amendment

Background/History/Details:

Request a budget amendment to transfer \$12,500 from Recreation Capital Fund to Animal Services Capital Fund to paint the interior of the animal shelter, including the kennels. The funds are available to transfer due to savings from painting the Aquatic Center.

What action are you seeking from the Board of Commissioners?

Motion to approve a budget amendment to transfer \$12,500 from Recreation Capital Fund to Animal Services Capital Fund to paint the interior of the animal shelter.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

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

Approved by Finance

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

County administration has been working diligently for over a year to ensure that reliable broadband services are expanded to all areas in Morgan County. More specifically, we have been working on a solution with Charter Communications to build-out broadband infrastructure in the designated Fiberlight RDOF area. After negotiations, Charter Communications has agreed to build-out broadband infrastructure in the designated Fiberlight RDOF area for total of 1.5M with 50% payment do at time of agreement being adopted and 50% when the 100% of the project area is activated.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

FIRST AMENDMENT TO BROADBAND INFRASTRUCTURE AGREEMENT

This **First Amendment to the Broadband Infrastructure Agreement** (the “First Amendment”) is made as of this 17th day of October, 2023 (the “First Amendment Effective Date”), by and between Morgan County (“Grantor”) and Spectrum Southeast, LLC, by its Manager, Charter Communications, Inc. (“Spectrum,” together with Grantor, the “Parties”).

RECITALS

A. Under the Broadband Infrastructure Agreement dated as of November 2, 2021 (“Agreement”), Grantor issued to Spectrum a grant in the amount of \$471,000 (“Grant”) to be used by Spectrum for the purposes of funding the Broadband Project described in Exhibit A to the Agreement in Morgan County, Georgia.

B. After entering into the Agreement, the Parties agree to amend the project completion date and to expand the scope of the Broadband Project to include additional identified areas for buildout described in Exhibit A to this First Amendment.

C. Spectrum has agreed to incorporate these modifications to the Broadband Project in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms; Recitals.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement (including those capitalized terms used in the recitals hereto). The recitals set forth above shall be construed as part of this First Amendment as if set forth fully in the body of this First Amendment.
2. **Amendments to Agreement.**
 - I) Section 4. Section 4 (Project Duration) of the Agreement shall be stricken in its entirety and replaced with the with the following:
 - i. **PROJECT DURATION.** Spectrum shall commence performance of this Agreement in two phases as follows:
 - a. Phase I shall commence as soon as practicable with 80% Project Activation of the locations listed in Address List A by March 31, 2023, and 100% Activation of the locations listed in Address List A to be completed commensurate with Phase II.
 - b. Phase II shall commence at Spectrum’s discretion during the Term of the Agreement with 100% Project Activation of the locations listed in

Address List B, to be completed no later than twelve (12) months from the last approved pole permit necessary to complete the entire Project Area but no later than December 31, 2026.

- ii. Phases I and II are subject to Excusable Delay but in no event shall the funds received under the Agreement and this Amendment be expended after December 31, 2026.
- iii. Excusable Delay means a delay to the construction of the project that affects completion and is directly caused by (1) make-ready work that is not received by Spectrum within 45 days of Spectrum's submission of a completed application for utility pole attachments; or (2) any delay in receiving governmental, regulatory and third party permits, licenses and approvals, despite Spectrum's good faith efforts to secure timely approvals, or (3) pursuant to Section 10 ("Force Majeure").

II) Exhibit A. Exhibit A (Scope of Work) of the Agreement shall be stricken in its entirety and replaced with the attached Exhibit A to this First Amendment.

D. **Ratification**. Each Party affirms that (i) except as expressly provided in this First Amendment, nothing contained herein shall modify its obligations under the Grant Application; and (ii) the Agreement, as modified by this First Amendment, shall remain in full force and effect.

E. **Governing Law**. This First Amendment shall be construed, interpreted, and enforced in accordance with the laws of the State of Missouri without regard to conflict of laws provisions.

F. **Execution**. This First Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this First Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this First Amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First Amendment for all purposes. Signatures of the Parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have executed this First Amendment as of the First Amendment Effective Date.

For Grantor: Morgan County

By: _____

Title: _____

For Spectrum: Spectrum Southeast, LLC,
By: Charter Communications, Inc., its Manager

By: _____

Title: _____

EXHIBIT A Scope of Work

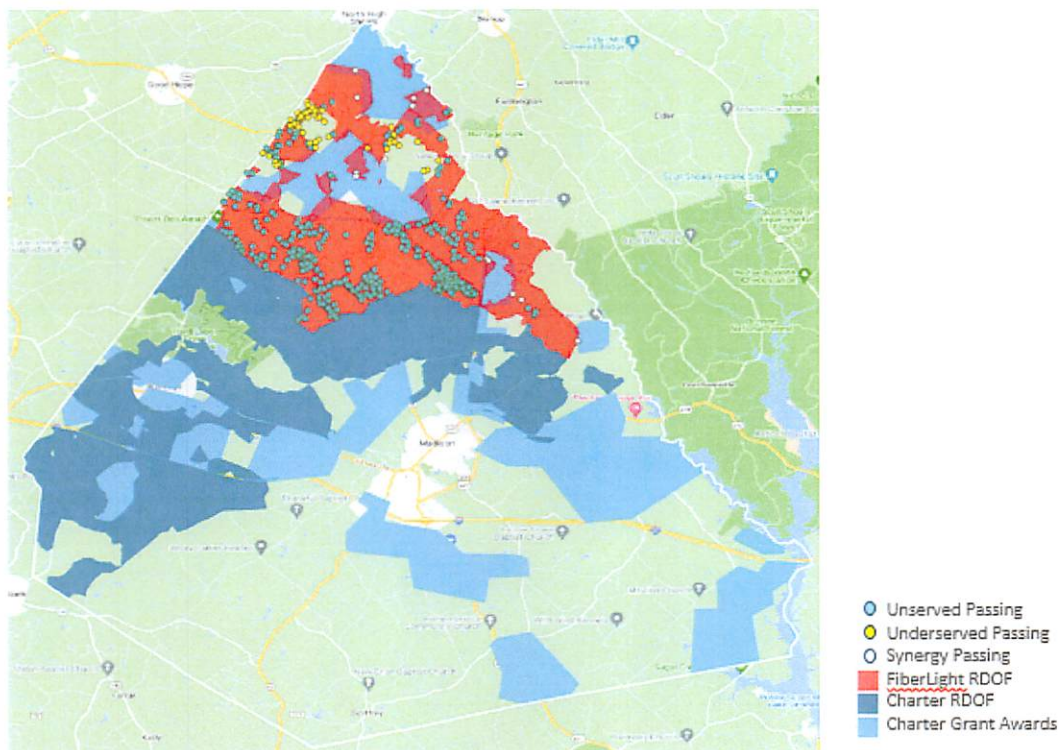
The following project description will define the scope of work to be completed in accordance with the Agreement.

Spectrum will install a wireline broadband network capable of providing 1000 Mbps download and upload speed of 100/20 Mbps download/upload to the mutually agreed upon in the following Project Area, subject to Spectrum's standard installation policies:

Address list A: See Attachment 1

Address list B: Fiberlight RDOF Addresses in the following Project Area Shaded in Red

Mogan County – Charter Broadband Expansion



Spectrum will finalize a specific design for the mutually agreed upon Address List B in the above Project Area after completing a Field Walkout (Field Verification), with the objective of facilitating wireline broadband access to all of the identified locations in the Project Area by deploying broadband facilities into adjacent rights-of-way and performing standard installations (i.e., standard drops up to 1,500 feet from the distribution system for FTTP, 300 feet for Hybrid Fiber Coax) upon customer request. A standard installation is where Spectrum has access to available space on utility poles and/or utility conduit to construct the drop and does not require any special or extraordinary construction or impose additional cost (other than standard installation fees) on the customer. The

objective of connecting the identified locations in this manner may be limited by constraints in individual cases, e.g., where property owners do not allow necessary access, or where Spectrum cannot obtain access to necessary private easements, rights-of-way or non-standard installations. When standard installations cannot be accomplished, Charter's Line Extension terms and conditions shall apply. Charter evaluates costs for Line Extensions on a case-by-case basis depending on several factors, including topography, geography, and distance from the public right of way for the specific location.

FUNDING:

County shall be obligated to pay a \$2,500,000.00 (consisting of \$1,000,000.00 for Phase I and \$1,500,000.00 for Phase II) per the Milestone Schedule. Spectrum shall not be obligated to construct and install the Broadband Project within the Project Area until it receives payment.

If, during the Term of this Agreement, either Party identifies additional unserved addresses that are not part of the Project Area as of the Effective Date of this Agreement ("Additional Addresses"), either Party may request to extend the Broadband Project to such Additional Addresses. Spectrum shall have no obligation to build network to such Additional Addresses unless the Parties agree to amend this Agreement in writing to add the Additional Addresses based upon the below Additional Address Payment Schedule. Should the Parties agree to build such Additional Addresses, Spectrum must complete the buildout for these Additional Addresses by December 31, 2026.

ADDITIONAL ADDRESS PAYMENT SCHEDULE	
Passing per Mile Range	County Subsidy per Passing
>0 to <= 5	To Be Determined By Parties On A Per Location Basis
>5 to <= 10	\$3,500
>10 to <= 15	\$1,000
>15 to <= 20	\$250
>20	\$0

The Parties acknowledge that this Scope of Work and Grantee's cost estimates are preliminary in nature and are subject to revision based on archeological findings or other factors identified during final engineering, including but not limited to changes in route or construction materials or techniques, and/or changes to the Scope of Work mutually agreed upon by the Parties or necessitated by circumstances causing Excusable Delay. The Parties further agree to promptly meet and discuss in good faith appropriate modifications to this Scope of Work upon the request of either Party.

MILESTONE PAYMENT SCHEDULE – PHASE I		
Milestone	Percentage (%)	Amount
Contract Execution	50%	\$235,500.00

Activation of 100% of the entire Project Area	50%	\$235,500.00 - 764,500.00
Total Grantor Payment	100%	\$471,000.00 – 1,000,000

MILESTONE PAYMENT SCHEDULE – PHASE II		
Milestone	Percentage (%)	Amount
Contract Execution	50%	\$750,000.00
Activation of 100% of the entire Project Area	50%	\$750,000.00
Total Grantor Payment	100%	\$1,500,000.00

PAYMENT INSTRUCTIONS:

To transfer funds:

Bank Address for ACH
US Bank
7th and Washington
St. Louis, MO 63101

Account Title: Charter Communications Operations LLC
Account Number: 152319781067
Routing Number: 081000210
SWIFT: USBKUS44STL

To send a check, mail to:

Attn: Sundry Billing, Grants
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

A. Mestres

Meeting Date: mm/dd/yyyy

10/17/2023

Type of Request:

New Business

Wording for the Agenda:

ACCG Retirement Addendum

Background/History/Details:

Over the last year and a half, administration has had conversations around the county's retirement plans with our plan administrator the Association of County Commissioners of Georgia (ACCG). After discussions during the September 19, 2023 board meeting. The ACCG has created the an addendum to the county retirement plan to reflect the changes discussed.

What action are you seeking from the Board of Commissioners?

Motion to approve the ACCG Retirement Plan Adoption Agreement and Addendum Amendment #1

If this item requires funding, please describe:

Yes; GF

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

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

Approved by Finance

Yes

Approved by Purchasing

Not Applicable

Manager's Approval

Yes

Staff Notes:



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Meeting Date: mm/dd/yyyy 10/17/2023

Type of Request:

New Business

Wording for the Agenda:

Library Board Vacancy

Background/History/Details:

There are three Library Board vacancies. Hiram Johnston submitted an application to be considered for reappointment. Elizabeth Scott and Mariah Medlin also submitted applications to be considered for the other two vacancies.

Nancy Condon, Deputy Director for the Azalea Regional Library System recommends appointing all three applicants to the Board.

If appointed, all three terms would expire June 30, 2029.

What action are you seeking from the Board of Commissioners?

Motion to appoint Hiram Johnston, Elizabeth Scott, and Mariah Medlin to the Library Board with terms ending June 30, 2029.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

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

Approved by Finance

Not Applicable

Approved by Purchasing

Not Applicable

Manager's Approval

No

Staff Notes:



Morgan County Advisory Board Application

Applicant Information:

Hiram Johnston
Full Name

Madison, GA 30650
Address

Mailing Address (If different)

Telephone-Home

Telephone-Work

Board interested in serving on:

Morgan County Library Board

Members appointed by the Board of Commissioners to a six-year term. Contact Stacy Brown @706-342-4974 ext. 1010 for more information.

Background Information:

Occupation/Employer
Professor Mathematics Education, GA State Univ (Retired)

Education:
Ed D Mathematics Educ, Oklahoma State Univ, 1970

Do you have any experience in the field you are applying? If so explain.

Yes, high school teacher, university professor

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

Serving on the Library Board, background in Education

Other Comments or Information:

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest. I understand that advisory boards offer advice and recommendations but policy decisions are the sole responsibility of the Board of Commissioners.



Morgan County Advisory Board Application

Applicant Information:

Elizabeth (Beth) Scott
Full Name
Madison, GA 30650
Address
Mailing Address (If different)
Telephone-Home Telephone-Work

Board interested in serving on:

Morgan County Library Board

Members appointed by the Board of Commissioners to a six-year term and meet on 2nd Thursday of the month at 2:00 P.M. in Jan., Apr., Aug., and Oct. and various other called meetings. Contact Bonnie Hicky @706-342-9005 for more information.

Background Information:

Occupation/Employer

Thomas Preston Real Estate - part-time support staff

Education:

University of S.C., Columbia, SC
Trident Technical College, North Charleston, SC

Do you have any experience in the field you are applying? If so explain.

The experience I have is that I am an avid library user. I appreciate the excellent system we have. I also served on the media committee at Morgan County High School.

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

I have served on many boards in the past. I understand how boards function and I work well with others. I take my commitments very seriously.

Other Comments or Information:

We moved to Morgan County 26 years ago and one of my first tasks was to get a library card.

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest. I understand that advisory boards offer advice and recommendations but policy decisions are the sole responsibility of the Board of Commissioners.



Morgan County Advisory Board Application

Applicant Information:

Mariah Medlin

Mariah Medlin

Full Name

Dr. Madison, GA 30650

Address

Mailing Address (If different)

Telephone-Home

Telephone-Work

Board interested in serving on:

Morgan County Library Board

Members appointed by the Board of Commissioners to a six-year term. Contact Stacy Brown sbrown@azalealibraries.org for more information.

Background Information:

Occupation/Employer

Waffle House

Education:

Associates

Do you have any experience in the field you are applying? If so explain.

This will be my first time on a board but I believe I can provide ideas and content that would be beneficial for the county and library.

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

EXTENSIVE VOLUNTEER EXPERIENCE AT THE LIBRARY AND IS A STRONG ADVOCATE FOR THE LIBRARY THROUGHOUT THE COMMUNITY

Other Comments or Information:

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest. I understand that advisory boards offer advice and recommendations but policy decisions are the sole responsibility of the Board of Commissioners.



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Meeting Date: mm/dd/yyyy

10/17/2023

Type of Request:

New Business

Wording for the Agenda:

Board of Elections Vacancy-Discussion Only

Background/History/Details:

Mary Kay Clyburn resigned from the Board of Elections August 9, 2023. Three applications were submitted for consideration to fill the unexpired term that will end December 31, 2025. The applicants are Stenette Brooks, Geraldine Franklin, and Stephen Shepard.

What action are you seeking from the Board of Commissioners?

Discussion only.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

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

Approved by Finance

Not Applicable

Approved by Purchasing

Not Applicable

Manager's Approval

No

Staff Notes:



Morgan County Board of Elections & Registration Application

Applicant Information:

Stenette Flemmen Brooks

Full Name

Madison, GA 30650

Address

Mailing Address (If different)

Telephone-Home Cell

Telephone-Work

Email Address

Board interested in serving on: Board of Elections & Registration

This board meets 2nd Tuesday of every month @9:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term. * For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

Background Information:

Occupation/Employer:

Retired. previously self-employed veterinarian

Do you hold an elected office or have a family member that is an elected official? ☐ YES ☒ NO

Education:

BSA from University of Georgia
DVM from University of Georgia

Do you have any experience in the field you are applying? If so, explain.

No experience with elections board. I did serve as
representative to NEGRDC and NEGPC.

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

I have served the public for 40+ years and dealt with
some emotional situations. I ran my own business.

Other Comments or Information:

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.



Morgan County Board of Elections & Registration Application

Applicant Information:

Geraldine Franklin
Full Name
Rd
Address
Madison, GA 30650
Mailing Address (If different)
Telephone-Home Telephone-Work Email/Address

Board interested in serving on: Board of Elections & Registration

This board meets 2nd Tuesday of every month at 9:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term. * For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

Background Information:

Occupation/Employer:
Morgan County High School (secretary)
Do you hold an elected office or have a family member that is an elected official? ☐ YES ☒ NO

Education:
High School Diploma - Morgan Co H.S.

Do you have any experience in the field you are applying? If so, explain.

no

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?
Fair, efficient, competent, willing to listen to all sides of the issues.

Other Comments or Information:

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.



Morgan County Board of Elections & Registration Application

Applicant Information:

Full Name Stephen L. Shepard

Address Rutledge Ga. 30603

Mailing Address (If different) _____

Telephone-Home _____ Telephone-Work Cell Email Address /

Board interested in serving on: Board of Elections & Registration

This board meets 2nd Tuesday of every month at 9:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term. * For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

Background Information:

Occupation/Employer:

Retired from the Lumber industry Supervisor, purchasing inventory ... owned 2 businesses

Do you hold an elected office or have a family member that is an elected official? ☐ YES ☐ NO

Education:

Associate's - Science Andover Jr. College Cuthbert Ga.
Associate's in Tech. Welding

Do you have any experience in the field you are applying? If so, explain.

While I have never served on a board, my experience in retail, production & management would help me in this position.

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

My contribution would be to maintain the integrity of the elections here in Morgan County & ensure every voters voice is heard.

Other Comments or Information:

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.