

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: FY 2020 Juvenile Justice Incentive Grant

Work Session/Regular Session

DATE OF MEETING: July 23, 2019

BUDGET IMPACT: \$410,135

FUNDING SOURCE:

Criminal Justice Coordinating Council Funding

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Authorize the Chairman and Staff to sign all of the required documents in the Award Packet for submission to CJCC.

HISTORY, FACTS AND ISSUES: Lowndes County has been awarded funding for diversion programs to be administered through the Juvenile Court since FY2014. For FY2020, Lowndes County has been awarded \$410,135 in funding to again be used for the continued administration of programs to provide services to Lowndes County youth, and their families, instead of placing them in a secured detention facility. The Juvenile Court Judge has requested that the entire amount be used to fund Functional Family Therapy. Evidence Based Associates (EBA) was selected in 2013 as the program administrator for grant funded services and have continued to provide those services in each of the subsequent funding cycles. In order to officially accept the awarded grant funding and continue these services, the Criminal Justice Coordinating Council requires submission of the signed award packet, to include an Agreement for Services between Lowndes County and EBA.

OPTIONS: 1. Authorize the Chairman and Staff to execute and submit the Award Packet.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AGREEMENT FOR SERVICES

Georgia Juvenile Justice Incentive Grant Program

July 1, 2019 – June 30, 2020

This Agreement is executed by and between **Evidence Based Associates, LLC**, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as “EBA”), and **Lowndes County**, a local governmental entity, (hereinafter referred to as County”).

EBA and Lowndes County have commenced their work together for the implementation of juvenile justice system reforms throughout Georgia and have applied for and been awarded a grant in the amount of **\$410,135** from the State of Georgia, Criminal Justice Coordinating Council (CJCC). The parties hereto have previously entered in to a Memorandum of Understanding for implementation of the Georgia Juvenile Justice Incentive Grant Program. Based on the grant award, this Agreement memorializes the scope of services for implementation as partners with EBA serving as the Managing Entity.

A. Scope of Services:

Evidence Based Associates will confirm a budget, assist with the selection of therapeutic service providers, manage the direct service providers, ensure fidelity of services implemented, provide reports showing results of the programs and meet the goals established by the State and the County for performance and delivery of services to the families as follows:

- Selection of and subcontracting with service providers. County will approve selections.
- Coordination with model dissemination organizations, including arranging for licensure of selected providers, training for front-line staff and supervisors, and ongoing consultation with provider agencies to ensure fidelity to proven program models.
- Web-based, system-wide data tracking to allow for program monitoring and continuous quality improvement.
- Regular (i.e., monthly, quarterly and annual) reporting on key performance indicators.
- Collaboration with referral agencies and courts to ensure high utilization of model programs.
- Stakeholder communications and education to ensure sustainability of funding and effort.

In addition, EBA will provide training to key stakeholders, regional groups and/or circuits on evidence based programming for juvenile offenders upon request. The training will include information on the research base behind each of the models, including program outcomes, cost-benefit analysis, program eligibility, referral criteria and other areas of interest as identified by the groups. These sessions will be open to all stakeholders, policymakers and practitioners.

B. Compensation:

1. The contract amount under this Agreement shall not exceed **\$410,135** unless agreed to in writing by the Parties.

Method of Payment shall be made as follows:

2. Compensation shall be paid to Evidence Based Associates based upon a per diem basis per youth starting at the time of admission in the program until discharge. The per diem is based on the evidence-based program selected. See Exhibit A for rates. Invoices from EBA shall be submitted to the County by the 10th day of the month following services. If payment of an invoice is not received within 30 days after the invoice date the County shall pay EBA, in addition to the amount of the invoice, interest at a rate established pursuant to Georgia Law. Such interest shall be added to the invoice at the time of submission to the County, when applicable.
3. EBA shall maintain supporting documentation such as timesheets, equipment purchases, travel logs, supply purchases, inventory records, subcontractor agreements and consultant contracts.
4. When FFT is utilized, EBA will guarantee that 75% of the juveniles and families, enrolled in the program beginning 7/1/2019 through 4/1/2020, will successfully complete all components of the program leading to successful discharge.
5. If there is less than a 75% completion rate, EBA will provide services, at no cost, to additional juveniles and their families until such time as an aggregate total of 75% is attained.

C. Copyrights and Right to Data:

Where activities, services, materials, writings, pictorial reproductions, drawings, mental health direct services developed and provided by this Contract known as the provision of Redirection services (herein known as "Works") are utilized by the State of Georgia or the County, and those Works are learned through training and experience by working with EBA for the provision of services to juveniles in Georgia, the County has no right to use, duplicate or disclose those works, in whole or in part, in any manner, for any

purpose whatsoever, or allow others acting on its behalf to do so, without the express written consent of EBA. The Works have been carefully developed and are solely owned by EBA and have been carefully developed, and the County has no right to claim any interest, demand of any claim of any kind, to any patent, trademark or copyright, or application of the same. All rights are vested in EBA.

D. Program Requirements:

1. Religion: Grantee programs may not promote, discuss, or teach religion. Program activities and services are required to be accessible to any interested participant, regardless of religious affiliation.

2. Federal Criminal Background Checks: All Grantees must conduct federal criminal background checks on all personnel who will have direct contact with youth served by the grant project. These background checks must take place prior to the provision of services by program personnel and the grantee must maintain a copy of these records for CJCC auditing purposes.

3. Internet Security Policy: CJCC requires all grantees to establish and enforce an Internet Security Policy when minor participants and/or staff have access (supervised or unsupervised) to the Internet. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.

E. Performance Objectives:

The State identified goals for performance of the Counties. These performance metrics are provided in Exhibit B.

F. Termination:

Either party may terminate this Agreement for cause upon providing a notice to the defaulting party, giving 30 days to cure. If the violation of this Agreement is not cured within 30 days, the non-defaulting party shall notify the defaulting party of the termination date. All fees and costs due and owing shall be paid within 15 days of termination.

Either party may terminate this Agreement for convenience upon providing a notice to the other party giving 90 days' notice. All fees and costs due and owing shall be paid within 15 days of termination.

G. Governing Law and Venue:

This Agreement has been delivered in the State of Georgia and shall be construed in accordance with the laws of Georgia.

H. Notices:

Any notice required to be given to the parties shall be in writing and shall be deemed given when delivered by hand or by one of the following: U.S. Mail, Received Mail (such as Federal Express or Priority Mail), Email, or Facsimile. Any party may change the address to which notice is to be given by written documentation given in one of the methods listed herein.

The project coordinator on behalf of EBA and the County Lead Contact are:

Nicole Janer
EBA
1005 Ward Circle
Oviedo, FL 32765
njaner@ebanetwork.com
(315) 317-6025

Ashley Tye
Lowndes County
PO Box 1349
Valdosta, GA 31603
atye@lowndescounty.com
(229) 671-2790

Both parties acknowledge good and valuable consideration has been given, the receipt and sufficiency of which are hereby acknowledged. This Agreement is a valid as of this 1st day of July, 2019.



Nicole Janer
On behalf of:
Evidence Based Associates, LLC
As its Director of Operations

Bill Slaughter
On behalf of:
Lowndes County Board of Commissioners
As its Chairman

Exhibit A

List of Model Evidence-Based Programs

Scope of Services and Case Rates

Program Referrals and Intake

Staffing

- a. Staff Roles and Responsibilities
- b. Staff Orientation and Training

Exhibit B

Goals, Objectives and Evaluation

- a. Program Goals
- b. Program Objectives
- c. Outcome Management and Evaluation

EXHIBIT A

The specific evidenced-based program(s) to be managed by Evidence-Based Associates and selected by Lowndes County during the FY 2019-20 funding cycle will include:

- **Functional Family Therapy (FFT)** is cited in multiple lists, most notably by the Blueprints for Healthy Youth Development of the Center for the Study and Prevention of Violence, Crime Solutions of the United States Department of Justice, the Washington State Institute of Public Policy and others as one of only a few research proven programs for reducing juvenile delinquency and improving youth and family outcomes. FFT focuses on treating youth aged 11-18 ranging from at-risk preadolescents to youth with very serious problems such as conduct disorder. Treatment duration is approximately 1-3 sessions a week for 3-4 months; home-based; and scheduled during the day or evenings as convenient for families.

This proposed intervention is appropriate for delinquent youth and has been rigorously researched and found to be effective for at-risk youth with histories of aggression, violence and/or substance abuse disorders. The program is most effective when delivered with strict fidelity adherence and when a range of criminogenic needs are addressed. Thus, the practice proposed is evidence-based, can be delivered in the community, replicated in diverse communities, involve the family, and target the issues proven to correlate with delinquency.

Case Rates are provided as follows. (These rates are subject to adjustment on a yearly basis in accordance with the Consumer Price Index or another adjustment factor agreed by the parties).

FFT – 90 day treatment = \$5,169.60 case rate (\$57.44 per diem) for a total of 79.34 youth served

a. Program Referrals and Intake

EBA and Lowndes County commit to establishing program referrals and intake procedures consistent with the parameters and requirements of the evidence-based program selected. They also commit to developing:

- Detailed description of how the DJJ Detention Assessment Instrument (DAI) and the Pre-Disposition Risk Assessment (PDRA) will be utilized to ensure consistency and uniformity in decision-making

- Training for Court intake officers so they can appropriately explain these services to parents, and development of a standardized written consent form that must be obtained from all caregivers to refer youth to these services.

Staffing

a. Staff Roles and Responsibilities

EBA will assign a part-time EBA project manager who will ensure strict adherence to each of the selected program's established protocols.

The EBA Project Manager is responsible for:

- Providing overall project oversight and management with a rigorous focus on meeting or exceeding expected outcomes
- Facilitating stakeholder collaboration and management to ensure continuous buy-in and support for the diversion initiative and evidence based services
- Ensuring an adequate number of referrals and point in time utilization of slot capacity for all provider agencies, and working with the Court as needed to resolve referral issues
- Overseeing the procurement, hiring, orientation, training, model adherence, administrative management, and accountability of all provider agencies and clinical teams, and sharing outcome data and improvement plans with key stakeholders.

b. Staff Orientation and Training

All evidence based program therapists, supervisors and facilitators will receive required initial and ongoing training in the models from the respective national dissemination organizations to ensure model adherence. EBA will broker this training for all selected service providers, and engage in additional provider readiness, technical assistance, and support activities to ensure provider effectiveness, including:

- EBA will send all providers an organizational checklist that includes all administrative, programmatic, and purchasing requirements for model implementation with an associated timeline, and oversee adherence to this timeline
- Meet with the agency executive directors to review and approve their plans for integrating the new teams into their organization, and establishing the appropriate structures and organizational culture needed to support model adherence
- Assist and oversee the hiring of all supervisors and facilitators, and implement **EBAAssets™** to help providers recruit and retain staff more effectively

Monitor model adherence and case outcomes, and work with national evidence based program consultants and providers to implement ongoing training and technical assistance to address improvement needs.

EXHIBIT B

Goals, Objectives, and Evaluation

a. Program Goals

To ensure adherence to the overall mission and intent of the initiative, the program goals for this diversion initiative will include:

1. Reduce felony commitments to Department of Juvenile Justice and STP sentences.
2. Increase the use of evidence-based practices as community-based alternatives to detention and residential placement
3. Reduce the recidivism rate of youth involved with the juvenile justice system
4. Reduce annual secure detention admissions and rate of admissions.
5. Reduce annual secure confinements and rate of confinements.
6. Demonstrate a cost-savings through the provision of research-informed, community-based services to youth in the juvenile justice system
7. Develop a more research-informed, data-driven juvenile justice system focused on the rigorous monitoring and continuous quality improvement of public safety, youth, and family outcomes

b. Program Objectives

To ensure adherence to the objectives of the initiative, EBA is committed to meeting and exceeding the following program objectives during the FY 2019/20 cycle:

1. Project will demonstrate a 20% reduction from fiscal year 2012 in the rate of annual felony commitments to DJJ and Short Term Program (STP) admissions.
2. Project will demonstrate reduction in annual Secure Confinement rate.
3. Project will demonstrate reduction in annual Secure Detention rate.
4. At least 75% of project participants will complete program requirements.
5. At least 60% of youth completing services will not re-offend as calculated using recidivism definition. As defined by: A new charge (within 3 years of the initial post-adjudication community placement) which results in a juvenile court delinquency adjudication OR adult criminal court conviction.
6. Project will report cost-savings per youth by calculating average cost to provide targeted intervention subtracted from average cost to detain youth.

OFFICE OF THE GOVERNOR
 CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Lowndes County Board of Commissioners

IMPLEMENTING

AGENCY: Lowndes County BOC

PROJECT NAME: Juvenile Justice Incentive Grant

SUBGRANT NUMBER: Y20-8-021

FEDERAL FUNDS: \$ 410,135

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 410,135

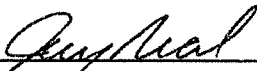
GRANT PERIOD: 07/01/19-06/30/20

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL


 Jay Neal, Director
 Criminal Justice Coordinating Council

Date Executed: 06/26/19

7/23/2019
 Signature of Authorized Official Date

Bill Slaughter, Chairman
 Typed Name & Title of Authorized Official

58-6000856-001
 Employer Tax Identification Number (EIN)

 INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/19	9		**	Y20-8-021
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Juvenile Justice Incentive Grant	624.41	\$ 410,135

CRIMINAL JUSTICE COORDINATING COUNCIL

SPECIAL CONDITIONS

SUBGRANTEE: Lowndes County Board of Commissioners
PROJECT NAME: Juvenile Justice Incentive Grant
SUBGRANT NUMBER: Y20-8-021
SUBGRANT AWARD: \$410,135

1. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities, that recipients have in providing language services to LEP individuals; please see the website at <http://lep.gov>.

Initials _____

2. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials _____

3. In accordance with Federal regulations, your organization must comply with the following Equal Employment Opportunity Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees, but excluding political appointees), then it has to prepare an EEOP and submit it to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice for review within 60 days from the date of this award. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at:
<http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to CJCC upon request.

Initials _____

4. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.

Initials _____

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

Initials _____

6. The subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).

Initials _____

7. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the Criminal Justice Coordinating Council encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials _____

8. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its

grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials _____

9. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
Initials _____
10. The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.
Initials _____
11. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.
Initials _____
12. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 30 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).
Initials _____
13. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.
Initials _____
14. The subgrantee agrees that consultant/contractor fees in excess of \$450.00 per eight hour day (\$56.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.
Initials _____
15. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
Initials _____
16. The Criminal Justice Coordinating Council will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Council reserves the right to add any conditions to

the award and/or retain any unused funds if deemed necessary.

Initials _____

17. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

18. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials _____

19. The subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website.

Initials _____

20. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Initials _____

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

Initials _____

22. All courts must use the Department of Juvenile Justice (DJJ) Detention Assessment Instrument (DAI) for any youth considered for detention, as required by the H.B. 242, as passed in the 2013 legislative session of the Georgia General Assembly. The Predisposition Risk Assessment (PDRA) Instrument should also be used in all instances where the tool is appropriate for the youth being considered for the evidence-based program (in any instances in which the youth is adjudicated). The PDRA score should be entered into the Juvenile Tracking System (JTS), or Juvenile Data Exchange (JDEX) when available. Only youth with a moderate to high PDRA score are eligible for Incentive Grant programming.

Initials _____

23. All grant funds must be used to serve youth who have come into contact with the juvenile justice system and would not be considered dependency cases. All youth served by the grant must have a new delinquent charge. No CHINS cases should be served.

Initials _____

24. The grantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Juvenile Justice Funding Committee. The project budget and the project summary will not be established, or officially approved, until the grantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials _____

25. The grantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials _____

26. The grantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials _____

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

Initials _____

28. The grantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials _____

29. Statistical and/or evaluation data describing project performance must be submitted to The Carl Vinson Institute of Government and the Department of Juvenile Justice through monthly surveys and quarterly reports using the prescribed format provided to the grantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this grant and/or any other grant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials _____

30. The grantee agrees to comply with the guidance contained in the 2017 Juvenile Justice Incentive Grant Program Request for Proposals.

Initials _____

31. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with an adjustment request. The adjustment request and justification will be forwarded to the Juvenile Justice Funding Committee for consideration on a case-by-case basis.

Initials _____

32. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the Juvenile Justice Funding Committee.

Initials _____

33. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Juvenile Justice Funding Committee. No waivers will be available for the 75% requirement.

Initials _____

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

Initials _____

35. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council or Juvenile Justice Incentive Grant Funding Committee or designated entity to delinquency case information collected, managed, and stored in its JCATS or JTS database.

Initials _____

36. The subgrantee certifies that any and all subagreements shall follow the reimbursement nature of the grant and shall not include any minimum to serve clause or fixed payment schedule. Payments issued to subcontractors shall be on a reimbursement basis and shall not be processed prior to the rendering of services. All subagreements relating to this grant shall be submitted to CJCC prior to the approval and reimbursement of any Subgrant Expenditure Reports (SERs).

Initials _____

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

Typed name of
Authorized Official: Bill Slaughter Title : Chairman

Signature : _____ Date : 7/23/2019

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 7/23/2019

SUBGRANTEE: Lowndes County Board of Commissioners
PROJECT NAME: Juvenile Justice Incentive Grant

SUBGRANT #: Y20-8-021

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type shown should be entered in the section indicated.

___	REVISED BUDGET	Go To	SECTION I
___	PROJECT PERIOD AND/OR EXTENSION.	Go To	SECTION II
___	PROJECT OFFICIALS/ADDRESSES. . .	Go To	SECTION III
___	PROJECT PERSONNEL.	Go To	SECTION III
___	GOALS AND OBJECTIVES	Go To	SECTION III
___	OTHER.	Go To	SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 0	_____	_____
EQUIPMENT	0	_____	_____
SUPPLIES	0	_____	_____
TRAVEL	0	_____	_____
PRINTING	0	_____	_____
OTHER	410,135	_____	_____
TOTAL	\$ 410,135	_____	_____
Federal	\$ 410,135	_____	_____
Match	\$ 0	_____	_____

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION,
Start Date: 07/01/19	Start Date: _____	# OF MONTHS: _____
End Date: 06/30/20	End Date: _____	

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

No adjustments requested.

SUBGRANT ADJUSTMENT REQUEST

FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 7/23/2019

UBGRANTEE: Lowndes County Board of Commissioners

SUBGRANT #: Y20-8-021

PROJECT NAME: Juvenile Justice Incentive Grant

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

No adjustments requested.

SUBMITTED BY:

	Project Director	7/23/2019
Signature of Financial Officer or Project Director	Title	Date

CC ROUTING AND APPROVALS:

	Approval	Disapproval	Reviewer Signature
Reviewed By:	_____	_____	_____
Authorized By:	_____	_____	_____

Budget Detail Worksheet for State Grants

Purpose: The Budget Detail Worksheet shall be used to prepare your budget. In addition to this document, you must also complete and submit a budget narrative.

Applicant Agency: Lowndes County Juvenile Court

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Position 1		
Position 2		
SUB-TOTAL		\$0.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Position 1		
Position 2		
SUB-TOTAL		\$0.00
Total Personnel & Fringe Benefits		\$0.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Travel Entry 1				
Travel Entry 2				
TOTAL				\$0.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Equipment Items	Computation	Cost
Equipment Entry 1		
Equipment Entry 2		
TOTAL		\$0.00

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Supply Entry 1		
Supply Entry 2		
TOTAL		\$0.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with CJCC before budgeting funds in this category.

Purpose	Description of Work	Cost
Construction Entry 1		
Construction Entry 2		
Construction Entry 3		
Construction Entry 4		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from CJCC.

Name of Consultant	Service Provided	Computation	Cost
Consultant Fee 1	Evidence Based Associates to provide Functional Family Therapy	79 youth @ \$5,169.60 per case	\$410,135.00
Consultant Fee 2			
Consultant Fee 3			
Consultant Fee 4			

SUB-TOTAL \$410,135.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant Expense 1			
Consultant Expense 2			
Consultant Expense 3			
Consultant Expense 4			

SUB-TOTAL \$0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
Contract 1	
Contract 2	
Contract 3	
Contract 4	
SUB-TOTAL	\$0.00
Total Consultants/Contracts	\$410,135.00

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Other Cost 1		
Other Cost 2		
TOTAL		\$0.00

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$410,135.00
H Other	\$0.00
TOTAL PROJECT COSTS	\$410,135.00
State Grant Request	\$410,135.00
Non Grant Amount	

UNALLOWED COSTS AND ACTIVITIES

UNALLOWED COSTS
Acquisition of land
Bonus or commissions
Cost incurred outside the award period
Construction costs including capital improvements
Corporate formation
Federal employees' compensation and travel
Grant preparation fee
Imputed interest charges (late fees)
Organized fundraising activities (e.g., campaigns, endowment drives, and solicitation of gifts), which includes salary of any individual(s) engaged in direct fundraising activity for the organization. An organization may engage in activity to "institutionalize" the grant-funded project for sustainability purposes; however, grant funds may be used for the purpose of raising funds to finance non-related grant programs and/or complementary program activities.
Mileage rate may not exceed the travel regulation as published by the State Accounting Office. Current rate is \$.555 per mile for authorized use of personal car.
Military-type equipment
UNALLOWED ACTIVITIES
Direct services may not teach or promote religion
Supplanting funds: Federal funds must be used to supplement existing funds for direct service activities and must not replace those funds that have been appropriated for the same purpose.
Commingling of funds: Physical segregation of cash depositions are not required, however, the accounting system of all contractors and sub-contractors must ensure that agency funds are not commingled with funds from other federal agencies. Each award must be accounted for separately. Commingling of funds is prohibited on either a program-by-program or project-by-project basis.
Political activities including endorsement of any political candidate or party, use of machinery, equipment, postage, stationary, or personnel on behalf of any candidate or any question of public policy subject to referendum, in accordance with O.C.G.A.. 50-20-3(f)

July 23, 2019

Haley McKinney
Grant and Program Specialist, Juvenile Justice
Criminal Justice Coordinating Council
104 Marietta St. NW, Suite 440
Atlanta, GA 30303

Mrs. McKinney,

Please allow this letter to serve as my official authorization for Ashley Tye to sign any and all paperwork related to the Juvenile Justice Incentive Grant, sub grant# Y20-8-021, awarded to the Lowndes County Board of Commissioners for the Project period 07/01/19 through 06/30/20. If you should have any further questions or need additional information from me please feel free to contact me. Thank you for your continued support of this program which allows us to better serve the youth and families in our community.

Sincerely

Bill Slaughter
Chairman
Lowndes County Board of Commissioners

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: ACCG IRMA Property & Liability Program Renewal

Work Session/Regular Session

DATE OF MEETING: July 23, 2019

BUDGET IMPACT: \$745,721.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: ACCG IRMA Property & Liability Program Renewal

HISTORY, FACTS AND ISSUES: The County has participated in the ACCG-IRMA Insurance Program (a non-profit, Georgia County government owned insurance fund) since 1993. At this year's renewal the county receives both a safety credit of \$44,118.00 and dividend credits of \$92,519.00 totaling \$136,637.00 of program credits.

The attached represents a quote for a complete blanket of liability and property insurance coverage with two options for renewal.

OPTIONS: 1. Renew at current deductible levels which are \$2,500.00 per occurrence on all lines except for \$5,000.00 per occurrence for Law Enforcement Liability (LEL) and Public Official Liability (POL).
Premium - \$745,721.00

2. Increase deductible on all lines of coverage to \$5,000.00 per occurrence except for \$10,000.00 per occurrence for Law Enforcement Liability (LEL) and Public Official Liability (POL). Premium - \$704,958.00

3. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

INTERLOCAL RISK MANAGEMENT AGENCY
INVOICE



*PLEASE MAKE CHECK PAYABLE TO THE ACCG-IRMA.
MAIL PAYMENT AND ONE COPY OF INVOICE IN THE SELF-ADDRESSED ENVELOPE TO:*

BB&T Trust Operations
 ATTN: Tanji Bass
 ACCG-IRMA # 0375
 P.O. Box 2887
 Wilson, NC 27894

Lowndes County
 P.O. Box 1349
 Valdosta, GA 31603-1349

MEMBER: NO.: 3900
 INVOICE NO.: 19-07-3900IRMA
 DUE DATE: UPON RECEIPT

INSURANCE DESCRIPTION PROPERTY & LIABILITY	DEPARTMENT ACCG INSURANCE PROGRAMS
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COVERAGE PERIOD		DESCRIPTION	AMOUNT DUE
EFFECTIVE	EXPIRATION		
01-JUL-2019	01-JUL-2020	ACCG-IRMA Renewal Contribution Limit of \$1,000,000 Liability: With \$500,000/700,000/50,000 on Auto Liability Less Safety Credit:	\$882,358 (\$44,118)
		Less Dividend Credit:	(\$92,519)

CONTRIBUTIONS ARE DUE IN FULL UPON RECEIPT.	\$745,721
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PLEASE RETURN ONE COPY WITH YOUR REMITTANCE

The ACCG-IRMA is non-profit and member-owned. Prompt payment of your contribution is necessary to keep the cost of coverage down for all members. A finance charge of 7% annual, pro-rated daily interest will be assessed on any contributions not received when due. Should you have any questions about this invoice, please call Lisa Wood at ACCG at (800) 858-ACCG or (404) 522-5022.

**WE APPRECIATE YOUR PARTICIPATION IN
 THE ACCG – INTERLOCAL RISK MANAGEMENT AGENCY.**

ACCG-IRMA Membership

171 Members / May 2019



AUTHORITIES (*)

Atkinson County Solid Waste Authority
 Bartow-Cartersville Joint Development Authority
 Bartram Trail Regional Library System (Wilkes)
 Butts County Water & Sewer Authority
 Carroll County Water Authority
 City of Dublin & Laurens County Development Authority
 Clinch County Development Authority
 Coastal Plain Regional Library (Tift)
 Conyers-Rockdale Library System
 DeKalb County Private Hospital Authority
 Development Authority of Bartow County
 Development Authority of DeKalb County
 Development Authority of Jefferson County
 Development Authority of Monroe County
 Development Authority of Rabun County
 Douglasville-Douglas County Water & Sewer Authority
 Eatonton-Pulnam Water & Sewer Authority
 Emanuel County Development Authority

Fall Line Regional Development Authority (Wilkinson)
 Fannin County Water Authority
 Flint River Regional Library (Spalding)
 Franklin County Industrial Building Authority
 Greene County Recreation Complex
 Hart County Water & Sewer Authority
 Henry County Library System
 Houston County Development Authority
 Jasper County Water & Sewer Authority
 Jefferson County Library System
 Joint Development Authority of Jasper, Morgan, Newton & Walton County
 Lee County Utilities Authority
 Lower Chattahoochee Regional Transit Authority
 Lumpkin County Water & Sewerage Authority
 McIntosh County Industrial Development Authority
 Meriwether County Water & Sewerage Authority
 Middle Flint Regional 911 Authority (Schley)
 Moultrie-Colquitt County Parks and Recreation Authority
 Oconee County Industrial Development Authority

Paulding County Airport Authority
 Paulding County Industrial Building Authority
 Pike County Parks & Recreation Authority
 Polk County Water, Sewer, & Solid Waste Authority
 Satilla Regional Water & Sewer Authority (Ware)
 Sinclair Water Authority (Putnam)
 South Georgia Regional Library System (Lowndes)
 Southwest Georgia Regional Commission (Mitchell)
 Stephens County Development Authority
 Stewart County Water & Sewer Authority
 Thomas County Public Library
 Treutlen County Development Authority
 Tri-County Joint E-911 Authority (Clinch)
 Upper Oconee Basin Water Authority
 Valdosta-Lowndes County Airport Authority
 Valdosta-Lowndes County Conference Center & Tourism Authority
 Washington County Airport Authority
 Washington County Development Authority

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Grassy Pond Sewer Connection

Work Session/Regular Session

DATE OF MEETING: July 23, 2019

BUDGET IMPACT: \$518,673.30

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Grassy Pond Sewer Connection

HISTORY, FACTS AND ISSUES: Moody AFB sent a request for proposal to connect Grassy Pond Recreation Area to Lowndes County sewer system. This capital project will be funded by Moody AFB through modification to our current water & sewer contract with Moody AFB. Lowndes County advertised for bids and RPI, Inc. was the low bidder. The total cost for the project is \$518,673.30. Staff recommends the project be approved and authorize the Chairman to sign the agreement and contract modification.

James Warren & Associates	\$403,660.00
Killeen Construction	\$362,300.00
RPI, Inc.	\$330,957.40
Standard Contractors	\$368,228.25

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Hospital Authority Refunding Revenue Certificates

Work Session/Regular Session

DATE OF MEETING: July 23, 2019

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Resolution Approving Intergovernmental Contract

HISTORY, FACTS AND ISSUES: The Hospital Authority issued Revenue Certificates in 2011. The County entered into an Intergovernmental Contract with the Authority providing additional security for the 2011 Certificates.

The Hospital Authority is now issuing Refunding Revenue Certificates to refinance the 2011 Certificates to effect debt service savings and for other purposes.

The Hospital Authority is requesting the County to enter into a similar Intergovernmental Contract to provide similar additional security. This contract will not increase the County's potential obligation to the Authority.

OPTIONS: 1. Approve and authorize the Chairman to sign the attached Resolution.

2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA TO APPROVE THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT BETWEEN LOWNDES COUNTY, GEORGIA AND THE HOSPITAL AUTHORITY OF VALDOSTA AND LOWNDES COUNTY, GEORGIA AND FOR OTHER PURPOSES

WHEREAS, pursuant to Article IX, Section I, Paragraph I of the Constitution of the State of Georgia, Lowndes County, Georgia (the "County") is a body corporate and politic; and

WHEREAS, pursuant to O.C.G.A. Section 36-5-20 and applicable local Acts of the General Assembly of the State of Georgia, the Board of Commissioners of Lowndes County, Georgia (the "Board of Commissioners") is the governing authority of the County; and

WHEREAS, the Hospital Authority of Valdosta and Lowndes County, Georgia (the "Authority") was duly created and is validly existing pursuant to the Hospital Authorities Law of the State of Georgia (O.C.G.A. Section 31-7-70, et seq. as amended) (the "Act"), and by a resolution of the Mayor and City Council of the City of Valdosta, Georgia, adopted on December 10, 1947, as supplemented, and a resolution of the Board of Commissioners, adopted on December 17, 1947, as supplemented; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, the state, or any institution, department, or other agency thereof, and any county, municipality, school district or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(c) of the Constitution of the State of Georgia, any county, municipality or any combination thereof, may contract with a public agency, public corporation or public authority for the care, maintenance, and hospitalization of its indigent sick and may as a part of such contract agree to pay for the cost of the acquisition, construction, modernization or repairs of necessary land, buildings, and facilities by such public agency, public corporation, or public authority and provide for the payment of such services and the cost to such public agency, public corporation or public authority of acquisition, construction, modernization, or repair of land, buildings, and facilities from revenues realized by such county, municipality, or any combination thereof from any taxes authorized by the Constitution of the State of Georgia or revenues derived from any other source; and

WHEREAS, pursuant to the Act, the Authority is empowered to construct projects as defined by the Act, including hospitals; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, the County is empowered to provide public health care facilities and services, including hospitals; and

WHEREAS, pursuant to O.C.G.A. Section 48-5-220, county taxes may be levied (i) for public health purposes in the County and (ii) to provide for hospitalization and medical or other care for indigent sick people of the County; and

WHEREAS, pursuant to the Act, the Authority is authorized to provide by resolution for the issuance and sale of negotiable revenue anticipation certificates for the purpose of paying the cost of (i) the acquisition, construction, alteration, repair, modernization, and charges incident thereto in connection with facilities and projects, (ii) paying off or refinancing any outstanding debt or obligation of the Authority incurred in connection with the acquisition or construction of facilities of the Authority, and (iii) refunding outstanding certificates; and

WHEREAS, pursuant to the Act, the County is authorized to enter into a contract with the Authority for such periods of time not exceeding 40 years to provide for the continued maintenance and use of facilities of the Authority, provided sums payable under such a contract are paid to provide for the maintenance and operation of projects of the Authority and/or adequate and necessary facilities for medical care and hospitalization of the indigent sick; and

WHEREAS, pursuant to the Act, upon execution of such a contract, the County shall provide for the payment for the services and facilities of the Authority used by residents of the County out of general funds of the County or out of tax revenues realized for the purpose of providing medical care or hospitalization for the indigent sick and others entitled to use of the services and facilities of the Authority; and for the purpose of providing such tax revenues, the County is authorized to levy ad valorem taxes not exceeding seven mills from which revenues when realized the County shall appropriate sums sufficient to pay for the costs of the use of the services and facilities of the Authority by residents of the County, which costs may include (i) the cost of acquiring, constructing, altering, repairing, renovating, improving, and equipping projects, (ii) principal, interest and sinking fund and other reserve requirements in connection with the issuance of revenue certificates of the Authority to finance the cost of projects and the payment of expenses incident thereto, (iii) the cost of operating, maintaining and repairing such projects, and (iv) the cost of retiring, refinancing or refunding any outstanding debt or other obligation of any nature incurred by the Authority; and

WHEREAS, the Authority owns and operates a hospital facility located in the County known as the "South Georgia Medical Center"; and

WHEREAS, the Authority, in furtherance of the public purpose for which it was created, proposes to issue its Refunding Revenue Anticipation Certificates, Series 2019A (the "Series 2019A Certificates") in the aggregate principal amount of not to exceed \$55,000,000 and its Refunding Revenue Anticipation Certificates (Federally Taxable), Series 2019B in the aggregate amount not to exceed \$105,000,000 (the "Series 2019B Certificates" and, together with the Series 2019A Certificates, the "Series 2019 Certificates"); and

WHEREAS, the Authority proposes that the Series 2019 Certificates will be issued pursuant to a Trust Indenture, dated as of August 1, 2019 (the "Certificate Indenture"), between the Authority and Regions Bank, as trustee; and

WHEREAS, the Authority proposes that (a) the proceeds of the Series 2019A Certificates will be applied to (i) refund all of the Authority's outstanding Revenue Certificates (South Georgia Medical Center Project), Series 2007 (the "Series 2007 Certificates"), currently outstanding in the principal amount equal to \$46,685,000, (ii) refund the Authority's Refunding Revenue Certificate (South Georgia Medical Center Project), Series 2010 (the "Series 2010 Refunding Certificate"), currently outstanding in the principal amount equal to \$4,300,000, (iii) refund the Authority's Revenue Certificate (South Georgia Medical Center Project), Series 2010 (the "Series 2010 Equipment Certificate"), currently outstanding in the principal amount equal to \$2,200,000, and (iv) pay the costs of issuance of the Series 2019A Certificates and (b) the proceeds of the Series 2019B Certificates will be applied to (i) advance refund or defease all of the Authority's outstanding Revenue Certificates (South Georgia Medical Center Project), Series 2011B (the "Series 2011B Certificates"), currently outstanding in the principal amount equal to \$139,475,000 and (ii) pay the costs of issuance of the Series 2019B Certificates; and

WHEREAS, in connection with the issuance of the Series 2019 Certificates, the Authority has requested that the County approve the execution, delivery and performance of an Intergovernmental Contract with the Authority (the "Contract"), under which the Authority will agree, inter alia, to issue the Series 2019 Certificates, and the County will agree, inter alia, to make payments to the Authority to pay the principal of and interest on the Series 2019 Certificates in the event and to the extent that the revenues or other moneys of or held in trust for the benefit of the Authority are insufficient for such purpose as provided in the Contract; and

WHEREAS, the County proposes to authorize the execution, delivery and performance of the Contract, in substantially the form attached hereto as Exhibit "A" hereto; and

WHEREAS, the County proposes to authorize the execution and delivery of a Certificate Purchase Agreement, dated the date hereof (the "Certificate Purchase Agreement"), among the Authority, the County and Raymond James & Associates, Inc. (the "Underwriter"), providing for the sale of the Series 2019 Certificates to the Underwriter; and

WHEREAS, the County proposes to approve the distribution of a Preliminary Official Statement (the "Preliminary Official Statement") to be used in connection with the offering and sale of the Series 2019 Certificates; and

WHEREAS, the County proposes to approve the execution and delivery of an Official Statement (the "Official Statement") with respect to the Series 2019 Certificates; and

WHEREAS, the County proposes to approve the execution, delivery and performance of the Continuing Disclosure Agreement, among the County, the Authority, Digital Assurance Certification, L.L.C., as the Authority's dissemination agent, and Raymond James & Associates, Inc., as the County's dissemination agent (the "Continuing Disclosure Agreement"); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, as follows:

Section I. Approval of Contract. The execution, delivery and performance of the Contract are hereby authorized. The Chairman or Vice Chairman and Clerk of the Board of Commissioners are hereby authorized to execute and deliver the Contract on behalf of the County. Such Contract

shall be in substantially the form attached hereto as Exhibit "A," subject to such changes, insertions and omissions as may be approved by the Chairman or Vice Chairman and Clerk executing the same, and the execution of the Contract by the Chairman or Vice Chairman and Clerk as herein authorized shall be conclusive evidence of such approval.

Section 2. Payments Under the Contract. There are hereby authorized to be made by the County, from any moneys available for such purpose, all of the contract payments due under the Contract in such amounts and at times which will be sufficient to enable the Authority to pay when due the principal of and interest on the Series 2019 Certificates. The amounts payable under the Contract and dates such amounts are due shall be approved by the Board of Commissioners in a supplemental resolution to be adopted by the Board of Commissioners prior to the issuance and delivery of the Series 2019 Certificates.

Section 3. Approval of Certificate Purchase Agreement. The execution, delivery and performance of the Certificate Purchase Agreement is hereby authorized. The Chairman or Vice Chairman and Clerk of the Board of Commissioners are hereby authorized to execute and deliver the Certificate Purchase Agreement on behalf of the County. The Certificate Purchase Agreement shall be in substantially the form to be provided in a supplemental resolution to be adopted by the Board of Commissioners prior to the issuance and delivery of the Series 2019 Certificates, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman and Clerk executing the same, and the execution of the Certificate Purchase Agreement by the Chairman or Vice Chairman and Clerk as herein authorized shall be conclusive evidence of such approval.

Section 4. Authorization of the Official Statement. The use and distribution of the Preliminary Official Statement are hereby authorized and approved. The Chairman of the Board of Commissioners is hereby authorized to execute and deliver the Official Statement for and on behalf of the Authority, and the Official Statement shall be in substantially the form of the Preliminary Official Statement, subject to such minor changes, insertions or omissions as may be approved by the Chairman of the Authority, and the execution of said Official Statement by the Chairman of the Board of Commissioners as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Official Statement for and on behalf of the Board of Commissioners is hereby authorized and approved. The Board of Commissioners hereby "deems final" the Preliminary Official Statement as of its date in accordance with Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934 and the Chairman of the Authority or the Vice-Chairman of the Board of Commissioners is hereby authorized and directed to execute a certificate to that effect.

Section 5. Approval of Continuing Disclosure Agreement. The Chairman or Vice Chairman of the Board of Commissioners is hereby authorized and directed to execute and deliver on behalf of the County the Continuing Disclosure Agreement relating to the Series 2019 Certificates. The Continuing Disclosure Agreement shall be in substantially the form to be provided in a supplemental resolution to be adopted by the Board of Commissioners prior to the issuance delivery of the Series 2019 Certificates, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman executing the same, and the execution of the Continuing Disclosure Agreement by the Chairman or Vice Chairman shall be conclusive evidence of such approval.

The County hereby adopts and agrees to comply with the Policy and Procedures Concerning Compliance with Federal Securities Laws Relating to Disclosure (the "Disclosure Policy"), attached hereto as Exhibit B. Any other disclosure policies of the County are hereby superseded and repealed.

Section 4. Validation Proceedings. The Chairman is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2019 Certificates and the security therefor be declared valid in all respects.

Section 5. Additional Actions. From and after the date of adoption of this Resolution, the Chairman or Vice Chairman and Clerk of the Board of Commissioners are hereby authorized and empowered to take such other actions and to execute for and on behalf of the County all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the execution and delivery by the County of the Contract and the effectuation of the matters contemplated by this Resolution.

Section 6. Ratification of Prior Actions. All actions of the County previously taken with respect to the Contract and matters contemplated by this Resolution are hereby ratified and reaffirmed except to the extent specifically modified or supplemented by this Resolution and by the execution of the Contract as contemplated herein.

Section 7. Repealing Clause. All resolutions or parts thereof of the Board of Commissioners of Lowndes County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this 23rd day of July, 2019.

BOARD OF COMMISSIONERS
OF LOWNDES COUNTY, GEORGIA

Bill Slaughter, Chairman

(SEAL)

Attest:

K. Paige Dukes, Clerk

Exhibit "A"

FORM OF CONTACT

STATE OF GEORGIA)

COUNTY OF LOWNDES)

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this "Contract") is entered into as of the ___ day of _____, 2019, by and between LOWNDES COUNTY, GEORGIA and the HOSPITAL AUTHORITY OF VALDOSTA AND LOWNDES COUNTY, GEORGIA.

WHEREAS, pursuant to Article IX, Section I, Paragraph I of the Constitution of the State of Georgia, Lowndes County, Georgia (the "County") is a body corporate and politic; and

WHEREAS, pursuant to O.C.G.A. Section 36-5-20 and applicable local Acts of the General Assembly of the State of Georgia, the Board of Commissioners of Lowndes County, Georgia (the "Board of Commissioners") is the governing authority of the County; and

WHEREAS, the Hospital Authority of Valdosta and Lowndes County, Georgia (the "Authority") was duly created and is validly existing pursuant to the Hospital Authorities Law of the State of Georgia (Ga. Laws 1964, p. 598 now O.C.G.A. Section 31-7-70, et seq. as amended) (the "Act"), and by a resolution of the Mayor and City Council of the City of Valdosta, Georgia, adopted on December 10, 1947, as supplemented, and a resolution of the Board of Commissioners, adopted on December 17, 1947, as supplemented; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, the state, or any institution, department, or other agency thereof, and any county, municipality, school district or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(c) of the Constitution of the State of Georgia, any county, municipality or any combination thereof, may contract with a public agency, public corporation or public authority for the care, maintenance, and hospitalization of its indigent sick and may as a part of such contract agree to pay for the cost of the acquisition, construction, modernization or repairs of necessary land, buildings, and facilities by such public agency, public corporation, or public authority and provide for the payment of such services and the cost to such public agency, public corporation or public authority of acquisition, construction, modernization, or repair of land, buildings, and facilities from revenues realized by such county, municipality, or any combination thereof from any taxes authorized by the Constitution of the State of Georgia or revenues derived from any other source; and

WHEREAS, pursuant to the Act, the Authority is empowered to construct projects as defined by the Act, including hospitals; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, the County is empowered to provide public health care facilities and services, including hospitals; and

WHEREAS, pursuant to O.C.G.A. Section 48-5-220, county taxes may be levied (i) for public health purposes in the County and (ii) to provide for hospitalization and medical or other care for indigent sick people of the County; and

WHEREAS, pursuant to the Act, the Authority is authorized to provide by resolution for the issuance and sale of negotiable revenue anticipation certificates for the purpose of paying the cost of (i) the acquisition, construction, alteration, repair, modernization, and charges incident thereto in connection with facilities and projects, (ii) paying off or refinancing any outstanding debt or obligation of the Authority incurred in connection with the acquisition or construction of facilities of the Authority, and (iii) refunding outstanding certificates; and

WHEREAS, pursuant to the Act, the County is authorized to enter into a contract with the Authority for such periods of time not exceeding 40 years to provide for the continued maintenance and use of facilities of the Authority, provided sums payable under such a contract are paid to provide for the maintenance and operation of projects of the Authority and/or adequate and necessary facilities for medical care and hospitalization of the indigent sick; and

WHEREAS, pursuant to the Act, upon execution of such a contract, the County shall provide for the payment for the services and facilities of the Authority used by residents of the County out of general funds of the County or out of tax revenues realized for the purpose of providing medical care or hospitalization for the indigent sick and others entitled to use of the services and facilities of the Authority; and for the purpose of providing such tax revenues, the County is authorized to levy ad valorem taxes not exceeding seven mills from which revenues when realized the County shall appropriate sums sufficient to pay for the costs of the use of the services and facilities of the Authority by residents of the County, which costs may include (i) the cost of acquiring, constructing, altering, repairing, renovating, improving and equipping projects, (ii) principal, interest and sinking fund and other reserve requirements in connection with the issuance of revenue certificates of the Authority to finance the cost of projects and the payment of expenses incident thereto, (iii) the cost of operating, maintaining and repairing such projects, and (iv) the cost of retiring, refinancing or refunding any outstanding debt or other obligation of any nature incurred by the Authority; and

WHEREAS, the Authority owns and operates a hospital facility located in the County known as "South Georgia Medical Center" (herein sometimes referred to as the "Hospital"); and

WHEREAS, pursuant to the Trust Indenture, dated as of _____ 1, 2019, (the "Certificate Indenture"), between the Authority and Regions Bank, as trustee (the "Trustee"), the Authority proposes to (a) issue \$[_____] in aggregate principal amount of Hospital Authority of Valdosta and Lowndes County, Georgia Refunding Revenue Certificates (South Georgia Medical Center Project), Series 2019A (the "Series 2019A Certificates"), the proceeds of which will be applied to (i) refund all of the Authority's outstanding Revenue Certificates (South Georgia Medical Center Project), Series 2007 (the "Series 2007 Certificates"), currently outstanding in the aggregate principal amount equal to \$46,685,000; (ii) refund the Authority's

outstanding Refunding Revenue Certificate (South Georgia Medical Center Project), Series 2010 (the "Series 2010 Refunding Certificate"), currently outstanding in the principal amount equal to \$4,300,000; (iii) refund the Authority's outstanding Revenue Certificate (South Georgia Medical Center Project), Series 2010 (the "Series 2010 Equipment Certificate"), currently outstanding in the principal amount equal to \$2,200,000; and (iv) pay the costs of issuance of the Series 2019A Certificates and (b) issue \$[] in aggregate principal amount of Hospital Authority of Valdosta and Lowndes County, Georgia Taxable Refunding Revenue Certificates (South Georgia Medical Center Project), Series 2019B (the "Series 2019B Certificates" and, together with the Series 2019A Certificate, the "Series 2019 Certificate"), the proceeds of which will be applied to (i) advance refund or defease the outstanding balance of the Authority's Revenue Certificates (South Georgia Medical Center Project), Series 2011B (the "Series 2011B Certificates"), currently outstanding in the aggregate principal amount equal to \$139,475,000; and (ii) pay the costs of issuance of the Series 2019B Certificates; and

WHEREAS, the Authority has determined that the issuance of the Series 2019 Certificates would further the purposes for which the Authority was created and promote the public health and welfare of citizens of the County; and

WHEREAS, the Series 2019 Certificates will mature, bear interest and be subject to redemption as set forth in Schedule I attached to this Contract; and

WHEREAS, as additional security for the payment of the Series 2019 Certificates, the Authority and the County propose to enter into this Intergovernmental Contract (the "Contract"), under which the Authority will agree, inter alia, to issue the Series 2019 Certificates, and the County will agree, inter alia, to make payments to the Trustee sufficient to insure the payment of the principal of and interest on the Series 2019 Certificates in the event and to the extent the revenues and other moneys of or held in trust for the benefit of the Authority are insufficient for such purpose as provided in this Contract;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth, the County and the Authority DO HEREBY AGREE, as follows:

1.

This Contract shall become effective upon the date of issuance and delivery of the Series 2019 Certificates and shall continue in effect until the principal and the interest on the Series 2019 Certificates shall have been fully paid or shall be deemed to have been fully paid pursuant to the provisions of the Certificate Indenture. In no event shall the term of this Contract extend for more than forty (40) years.

The Authority agrees as follows:

(a) For the purpose of (i) refunding all of the outstanding Series 2007 Certificates, (ii) refunding the outstanding Series 2010 Refunding Certificate, (iii) refunding the outstanding Series 2010 Equipment Certificate, and (iv) paying all or a portion of the costs of issuing the Series 2019 Certificates, the Authority will issue the Series 2019A Certificates in the aggregate principal amount of \$[_____], bearing interest at the interest rates and maturing or subject to redemption as specified in Schedule I attached hereto. For the purpose of (i) advance refunding or defeasing the outstanding balance of the Series 2011B Certificates, and (ii) paying all or a portion of the costs of issuing the Series 2019B Certificates, the Authority will issue the Series 2019B Certificates in the aggregate principal amount of \$[_____], bearing interest at the interest rates and maturing or subject to redemption as specified in Schedule I attached hereto. Upon receipt of the proceeds from the sale of the Series 2019 Certificates, the Authority shall deposit such proceeds in accordance with the provisions of the Certificate Indenture.

(b) At all times thereafter during the term of this Contract the Authority shall maintain and operate the facilities and services of the Authority for use by the residents of the County and shall maintain and have available services and facilities to accommodate the Indigent Sick Persons of the County requiring Medical Care and Hospitalization. The maintenance and operation of the facilities and services of the Authority for use by the residents of the County and the Medical Care and Hospitalization which the Authority shall provide to such Indigent Sick Persons shall be provided without cost to the County except for the payments which the County has agreed to make pursuant to the provisions of paragraph 3(a) of this Contract and except as otherwise may be required by law.

(c) The Authority shall operate, maintain and repair the Hospital as economically as possible consistent (in the judgment of Authority so long as the Authority is responsible for the operation of the Hospital) with good business practice in similar hospitals, and all moneys, revenues and receipts arising out of or in connection with its ownership and operation of the Hospital shall be held and applied in the manner and order specified in the Master Trust Indenture, dated as of _____ 1, 2019 (the "Master Trust Indenture"), between the Authority and the Regions Bank, as Master Trustee, a copy of which has been furnished to the County. Pursuant to the Master Trust Indenture, the Authority will issue its Master Note in the principal amount of \$[_____] (the "Master Note") to provide for the payment of the Series 2019 Certificates. The Authority agrees to cause to be deposited in the Sinking Fund referred to in paragraph (f) below, on a timely basis, the amounts due under the Master Note.

(d) The Trustee shall pay the principal of and the interest on the Series 2019 Certificates as provided by and in accordance with the Certificate Indenture as the same become due and payable.

(e) The Authority shall maintain or cause to be maintained complete and accurate records concerning the Medical Care and Hospitalization of patients and the administrative,

clerical and financial affairs of the Authority, and any information contained in such records shall be made available upon request to the County to the extent such information is not privileged.

(f) During the term of this Contract, on or before the 10th business day prior to any interest payment date or optional payment date, the Authority shall determine (i) the aggregate amount of principal and interest becoming due and payable on the applicable interest payment date or optional redemption date with respect to the Series 2019 Certificates, and (ii) the amount of money then on hand in or payable to the fund created pursuant to the Certificate Indenture and designated the "Hospital Authority of Valdosta and Lowndes County, Georgia Series 2019 Sinking Fund" (the "Sinking Fund") and available for the payment of such principal and interest becoming due and payable on such interest payment date or optional payment date with respect to the Series 2019 Certificates. If the amount of money then on hand in or payable to the Sinking Fund pursuant to the Certificate Indenture and available for the payment of such principal and interest becoming due and payable on such interest payment date or optional payment date with respect to the Series 2019 Certificates is insufficient for the payment of such principal and interest becoming due and payable and the County is required to make payments under this Contract, the Authority shall hand deliver to the County on or before the 10th business day prior to the applicable interest payment date or optional payment date, a notice which shall state the amount required to be on deposit in each account of the Sinking Fund as of such date and the amount actually on deposit in or payable to such account or accounts on such date.

(g) All moneys received by the Trustee from the County pursuant to the provisions of paragraph 3(a) hereof shall immediately be deposited in the Sinking Fund and said moneys shall be used only for the payment of the principal and interest on the Series 2019 Certificates.

(h) The Authority shall not issue any other obligations of any kind or nature payable from or having a lien upon the moneys required to be appropriated and paid by the County hereunder prior or superior to the lien for the payment of the Series 2019 Certificates. Nothing contained herein, however, shall restrict the issuance by the Authority of additional obligations from time to time payable from the moneys, revenues and receipts arising out of or in connection with the ownership or operation of the Hospital in accordance with the provisions of the Master Trust Indenture.

3.

The County agrees as follows:

(a) Subject to paragraph 3(c) of this Contract, the County shall pay to the Trustee for the purpose of the Authority to provide for the maintenance and operation of projects of the Authority and adequate and necessary facilities for Medical Care and Hospitalization of Indigent Sick Persons, moneys sufficient to provide for the payment of the principal of and the interest on the Series 2019 Certificates as the same become due and payable, as follows:

(i) If the amount of money then on hand in or payable to the Sinking Fund pursuant to the Certificate Indenture and available for the payment of such principal and interest becoming due and payable on an applicable interest payment date or optional payment date with respect to

the Series 2019 Certificates is insufficient for the payment of such principal and interest becoming due and payable on such applicable interest payment date, then in such event, on or before the fifth business day prior to such applicable interest payment date or an optional payment date, the County shall pay directly to the Trustee an amount of money equal to the amount of principal and interest which will become due and payable with respect to the Series 2019 Certificates on such applicable interest payment date or optional payment date, less any money on hand in or payable to the Sinking Fund pursuant to the Certificate Indenture and available for the payment of such principal and interest coming due and payable on such applicable interest payment date or optional payment date.

(ii) If on any such fifth business day prior to an interest payment date or optional payment date, payment in the amount required pursuant to the provisions of this paragraph 3(a) shall not be paid by the County for any reason, any deficiency shall constitute a continuing obligation of the County and if not paid prior to the next succeeding interest payment date or optional payment date, it shall be added to any amount of money otherwise required to be paid pursuant to the provisions of this paragraph 3(a) on such next succeeding interest payment date or optional payment date.

(b) Subject to paragraph 3(c) of this Contract, the obligation of the County to make payments if and to the extent required pursuant to the provisions of paragraph 3(a) hereof shall constitute a general obligation for which its full faith and credit is pledged. The County intends that this Contract shall constitute security for the Series 2019 Certificates and agrees that its obligation to make payments if and to the extent required by paragraph 3(a) shall be absolute and unconditional so long as any of the Series 2019 Certificates remain outstanding and unpaid and that such payments shall not be abated or reduced because of damage to or destruction of the Hospital, failure of consideration, or for any reason whatsoever. Furthermore, the County shall not exercise any right of set-off or any similar right with respect to such payments, nor will it withhold any such payments because of any claimed breach of this Contract by the Authority, the Trustee or any other person or entity. The foregoing provision relating to the absolute and unconditional nature of such obligation to pay is incorporated herein for the benefit of the owners of the Series 2019 Certificates and shall not affect the obligations of the Authority or the Trustee to perform their obligations under this Contract or the Certificate Indenture, nor shall such provision otherwise affect any remedies available to the County on account of any claimed breach by the Authority, the Trustee, or any other person or entity.

(c) Pursuant to the Act and the County's general power to levy taxes to provide public health facilities and services and to provide medical or other care and hospitalization for the indigent sick, the County agrees that it shall levy an annual tax, within the seven mill limit now prescribed by the Act, or at such higher rate or rates as may hereafter be prescribed by the Act or other law, on all taxable property located within the County as and when the same may be necessary to provide the County with sufficient moneys to make all of the payments which the County may be obligated to make as provided paragraph 3(a) of this Contract. Nothing herein contained, however, shall be construed as limiting the right of the County to make payments as may be required by this Contract out of its general funds or from other monies available to the County therefor.

The Authority and the County agree as follows:

(a) After the issuance of the Series 2019 Certificates, the Authority may, from time to time and without the consent of the County, issue additional obligations in accordance with the terms of the Master Trust Indenture ranking as a lien on the Gross Revenues of the Authority as defined by the Master Trust Indenture, provided that such lien is not superior to or equal with the lien created by the Master Indenture or such Gross Revenues for the payment of the Series 2019 Certificate except as specifically authorized by the Master Indenture.

(b) The aggregate amount of any anticipated payments hereunder by the County in any year shall, to the extent practicable, be determined in advance by the parties hereto for each succeeding fiscal year, but failure to anticipate any such payment shall not relieve the County from its obligations under paragraph 3(a) hereof.

(c) The term "Indigent Sick Person" as used herein means such person residing in the County as shall be certified by the Authority as being entitled to Medical Care and Hospitalization at the Hospital in accordance with a standard established by the Authority which satisfies the following provisions: (i) it must contain reasonable assurance of a uniform basis of review for all requests for the provision of Medical Care and Hospitalization, (ii) it must contain specified standards of eligibility relative to family income, family assets, hospitalization insurance, and number of dependents, and (iii) it must contain a procedure which requires and specifies an inventory of economic resources on persons for whom assistance is required. The term "Medical Care and Hospitalization" shall mean the usual care the Authority renders to patients in the Hospital, including food, nursing care and supervision, but shall not include elective procedures or treatment.

(d) While nominally this Contract is between the County and the Authority, it is acknowledged by the parties hereto that the owners of the Series 2019 Certificates have an interest herein, and the parties hereto understand, covenant and agree that this Contract shall not be modified or amended in any manner which would in any respect adversely affect the rights of any of such owners, including but not limited to amendments to this Contract which would permit additional debt to be secured by the lien on tax revenues created hereunder, without the consent of the holders of the Series 2019 Certificates; provided, however, no such amendment may decrease the payment required of the County hereunder with respect to the payment of the principal of and the interest on the Series 2019 Certificates secured hereunder. No modifications or amendments to this Contract shall be made without the prior written consent of the Trustee acting only at the written direction of the holders of the Series 2019 Certificates.

(e) This Contract shall not prevent the Authority from making charges for its services and facilities where the same are rendered to persons who are not indigent or prohibit the Authority (i) from accepting any voluntary payments which any such Indigent Sick Person receiving Medical Care or Hospitalization in the Hospital may wish to make on his or her own behalf, (ii) from collecting the proceeds of any hospitalization, accident or health insurance or other type of insurance with respect to which such Indigent Sick Person may be a beneficiary, (iii) from

collecting any health care benefit relating to such Indigent Sick Person under any governmental program, or (iv) from asserting its statutory hospital lien against any recovery relating to Medical Care and Hospitalization administered at the Hospital to which such Indigent Sick Person may be entitled.

(f) The County acknowledges and agrees that the County will participate in the validation of the Series 2019 Certificates, and that information about the County, including demographics, financial statements, tax digest and other similar materials, will be a material part of the information needed in connection with the issuance and sale of the Series 2019 Certificates secured by this Contract, and the County agrees to provide such information from time to time as reasonably requested by the Authority; provided, however, that any expenses of auditors, counsel and consultants to the County or other similar costs incurred by the County in connection with providing such information and participating in the validation of the Series 2019 Certificates shall be paid by the Authority from the proceeds of such Series 2019 Certificates or other funds available to the Authority. The County further agrees in connection with the issuance and sale of such Series 2019 Certificates to provide, or arrange for the provision of, such legal opinions concerning the validity or enforceability of this Contract as to the County and such other certificates continuing disclosure agreements, representations and other materials as may be reasonably required from the County in connection with the transactions contemplated by this Contract; provided, however, that any expenses of counsel and consultants to the County or other similar costs incurred by the County in connection with providing such materials and otherwise related to the issuance of the 2019 Certificates shall be paid by the Authority from the proceeds of such Series 2019 Certificates or other funds available to the Authority.

(g) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.

(h) This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(i) This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

LOWNDES COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

(SEAL)

Attest:

Clerk

HOSPITAL AUTHORITY OF VALDOSTA
AND LOWNDES COUNTY, GEORGIA

By: _____
Chairman

(SEAL)

Attest:

Secretary

SCHEDULE I

Terms of the Series 2019 Certificates

[ATTACHED]

Exhibit "B"

CONTINUING DISCLOSURE POLICY

**POLICY AND PROCEDURES
CONCERNING COMPLIANCE WITH FEDERAL SECURITIES LAWS
RELATING TO DISCLOSURE**

This statement of Policy and Procedures Concerning Compliance With Federal Securities Laws Relating To Disclosure (the “Disclosure Policy”) is promulgated to establish a framework for compliance by Lowndes County, Georgia (the “County”) with its disclosure and/or contractual obligations with respect to the securities it issues or that are issued on its behalf, pursuant to the requirements of the Securities Exchange Act of 1934, as amended, and the Securities Act of 1933, as amended, including, in particular, Rule 15c2-12, as amended, promulgated under the 1934 Act, and other applicable rules, regulations, and orders.

1. **Meanings.** Certain terms used in this Disclosure Policy have the meanings described in the attached Glossary.
2. **Background.** The County has issued and expects to continue to issue Securities in the public debt markets and, in connection therewith, to issue offering documents and to enter into continuing disclosure undertakings to update financial and operating information contained in the offering documents at least annually and to file timely notices of certain events with the MSRB through EMMA. Investors in the County’s Securities rely on the filings in deciding whether to buy, hold, or sell the County’s Securities.

Under federal securities laws, the County must exercise reasonable care to avoid material misstatements or omissions in preparing Public Statements that are used to sell or tender for Securities in primary offerings, and it may not knowingly or recklessly include material misstatements or misleading statements in other Public Statements while its Securities are outstanding. Knowledge of any officer or employee of the County as well as information in files of the County may be imputed to the County. Disclosure Counsel opinions may help to establish care, but are no defense to an action for failing to disclose or misstating a known material fact.

3. **Purposes.** The purposes of this Disclosure Policy are to formally confirm and enhance existing policies and procedures regarding compliance with federal securities laws relating to disclosure in order:
 - 3.1 **Comply with Law and Contract.** To facilitate compliance with applicable law and existing contracts when preparing and distributing Disclosure Documents in connection with Securities offerings and Continuing Disclosure Documents,
 - 3.2 **Reduce Liability.** To reduce exposure (of the County and its officials and employees) to liability for damages and enforcement actions based on misstatements and omissions in Disclosure Documents,
 - 3.3 **Reduce Borrowing Costs.** To reduce borrowing costs by promoting good investor relations, and

3.4. Protect the Public. To avoid damage to residents of the County and other third parties from misstatements or omissions in Disclosure Documents.

4. **Policy.** It is the policy of the County to comply fully with applicable securities law regarding disclosure in connection with the issuance of Securities and with the terms of its Disclosure Agreements.

5. **Procedures.** The following officials and employees of the County shall implement the following procedures in preparing, checking, or issuing the following Disclosure Documents.

5.1. Official Statements.

5.1.1. Working Group. The Disclosure Working Group for preliminary and final official statements (collectively, "Official Statement") issued in primary offerings shall consist of the Disclosure Counsel, County's Counsel and the following [consultants,] officers and employees of the County:

- (a) Chairman of the Board of Commissioners;
- (b) County Manager;
- (c) Finance Director; and
- (d) [Tillman & Tillman, LLP]

5.1.2. Establishing Scope and Process. At the beginning of the disclosure process, the Disclosure Working Group will (a) determine (with input from Disclosure Counsel and the County's underwriters, in the case of a negotiated offering) what information should be disclosed in the Official Statement to present fairly a description of the source of repayment and security for the securities being offered, including related financial and operating information (which may include a discussion of material risks related to investment in the securities), (b) assign responsibilities for assembling and verifying the information, and (c) establish a schedule for producing the information and the Official Statement that will afford sufficient time for final review by the Disclosure Working Group and the Disclosure Officers and the approvals required by this Disclosure Policy. While the information included in the last offering document may be used as a starting point, the Disclosure Working Group should be encouraged to provide suggestions for improvement and not assume it represents a complete list of what is currently required.

5.1.3. Assembling Current Information. The Disclosure Officers shall (a) identify officers or employees of the County who are likely to know or be able to obtain and verify required information; (b) request that they assemble, verify, and forward the information and also notify the Disclosure Officers of any other fact that they believe to be important to investors; and (c) establish a reasonable but sufficient deadline for producing the information. The Disclosure Officers should

produce (or cause to be produced) a draft of the Official Statement based on the information that they receive. The Disclosure Officers shall assure that employees within their areas devote sufficient time and care to produce timely and accurate information, when requested. The Disclosure Officers shall distribute drafts of the Official Statement to the Disclosure Working Group for review together with a description of the process used to compile it and a list of facts, if any, that employees forwarded as important but are not included in the draft.

5.1.4. Review for Process, Accuracy, and Completeness. The members of the Disclosure Working Group shall review the Official Statement drafts and Disclosure Officers' process description to determine (and shall report to the Disclosure Officers as to) whether, based on information known or reported to them, (a) this Disclosure Policy was followed, (b) the material facts in the Public Statement appear to be consistent with those known to the members of the Disclosure Working Group, and (c) the Official Statement omits any material fact that is necessary to be included to prevent the Official Statement from being misleading to investors. The Disclosure Officers shall take such action as may be necessary, based on feedback from the Disclosure Working Group, to enable the Disclosure Working Group to conclude that this Disclosure Policy was followed and that the Official Statement is accurate and complete in all material respects.

5.1.5. Final Approval. The Disclosure Working Group shall approve the final draft of the Official Statement. The approval of the Disclosure Working Group, together with the Official Statement and the Disclosure Officers' description of the process used to prepare and check the Official Statement, shall be sent to the Chairman of the Governing Board. The Official Statement shall not be issued until approved by these officers.

5.1.6. Documentation of Procedures. The Disclosure Officers shall compile and retain a file of the actions taken to prepare, check, and approve the Official Statement, including the sources of the information included, the comments and actions of the Disclosure Working Group, the description of the process followed by the Disclosure Officers.

5.2. Annual Financial Information and Operating Data.

5.2.1. Working Group. The Disclosure Working Group for annual financial information and operating data to be filed with the MSRB pursuant to Disclosure Agreements (the "Annual Filing") shall consist of the Dissemination Agent and the following [consultants], officers and employees of the County:

- (a) Chairman of the Board of Commissioners;
- (b) County Manager;
- (c) Finance Director; and
- (d) [Tillman & Tillman, LLP]

5.2.2. Assembling Current Information. The Disclosure Officers shall (a) compile and maintain (and update after every issuance or defeasance of Securities) a list of all financial information and operating data required to be filed with the MSRB pursuant to each of the Disclosure Agreements; (b) assign responsibilities to officers and employees for periodically assembling and verifying the data; (c) request that they assemble, verify, and forward the data to the Disclosure Officers and notify the Disclosure Officers if they have learned of any other fact that they consider to be material with respect to the information provided; and (d) establish a schedule for producing the data (and the Annual Filing document) that will afford sufficient time for final review by the Disclosure Working Group and the Disclosure Officers and the approvals required by this Disclosure Policy. The Disclosure Officers shall distribute drafts of the Annual Filing to the Disclosure Working Group for review together with a description of the process used to compile it.

5.2.3. Review for Process, Accuracy, and Completeness. The members of the Disclosure Working Group shall review the Annual Filing drafts and Disclosure Officers' process description to determine (and shall report to the Disclosure Officers as to) whether, based on information known or reported to them, (a) this Disclosure Policy was followed, (b) the material facts in the Annual Filing appear to be consistent with those known to the members of the Disclosure Working Group, and (c) the Annual Filing omits any material fact that is necessary to be included to prevent the Annual Filing from being misleading to investors. The Disclosure Officers shall take such action as may be necessary, based on feedback from the Disclosure Working Group, to enable the Disclosure Working Group to conclude that this Disclosure Policy was followed and that the Annual Filing is accurate and complete in all material respects.

5.2.4. Final Approval. The Disclosure Working Group shall approve the final draft of the Annual Filing. Its action, together with the Annual Filing and the Disclosure Officers' report regarding the process used to prepare and check the Annual Filing, shall be sent to the Chairman of the Governing Board, and the County's Counsel. The Public Statement shall not be issued until approved by these officers.

5.2.5. Posting. The Disclosure Officers shall file, or cause the Dissemination Agent to file, the Annual Filing with the MSRB through EMMA by the deadline established by the Disclosure Agreements. The Disclosure Officers shall exercise reasonable care to file the Annual Filing in the format and with the identifying information required by the Disclosure Agreements, including applicable CUSIP numbers for the County's Securities.

5.2.6. Documentation of Procedures. The Disclosure Officers shall compile and retain a file of the actions taken to prepare, check, and approve the Annual Filing, including the sources of the information included, the comments and actions of the Disclosure Working Group, the Disclosure Officers' report regarding the process

used to prepare and check the Annual Filing, and approvals of the Chairman of the Governing Board, and the County's Counsel.

5.3. Event Notices.

5.3.1. Identification of Reportable Events. The Disclosure Officers shall maintain a list of events of which the County is required to provide notice to the MSRB pursuant to the Disclosure Agreements. The Disclosure Officers (with the assistance of Members of the Disclosure Working Group for Official Statements) shall (a) identify the officers and employees of the County who are most likely to first obtain knowledge of the occurrence of such events and (b) request in writing that they notify the Disclosure Officers immediately after learning of any such event, regardless of materiality, and repeat such request in a quarterly reminder.

5.3.2. Preparation of Event Notice. The Disclosure Officers shall (a) assess the materiality of any reported event with the assistance of legal counsel (reportable under the Disclosure Agreements only if material) and, if notice of the event must be given (or if no materiality standard applies to that particular event); (b) prepare an Event Notice giving notice of the event; and (c) except for notices of a rating change, bond call, or defeasance, forward the draft Event Notice the Chairman of the Governing Board, and the County's Counsel for their review.

5.3.3. Review and Approval of Event Notice. The Chairman of the Governing Board, and the County's Counsel shall promptly review and approve or comment on the Event Notice. The Disclosure Officers shall incorporate such comments into the Event Notice to be filed with EMMA. The Disclosure Officers shall not file the Event Notice Statement until it is approved by the Chairman of the Governing Board, and the County's Counsel, unless the Event Notice (a) gives notice of a rating change, bond call, or defeasance or (b) such approval has not been received by the applicable Disclosure Agreement filing deadline.

5.3.4. Posting. The Disclosure Officers shall file, or cause the Dissemination Agent to file, the Event Notice with the MSRB through EMMA by the deadline established by the Disclosure Agreements or, if the facts cannot be correctly and fairly described by the deadline, then as soon thereafter as possible. The Disclosure Officers shall exercise reasonable care to file the Event Notice in the format and with the identifying information required by the Disclosure Agreements, including CUSIP numbers for the applicable Securities.

5.3.5. Documentation of Procedures. The Disclosure Officers shall compile and retain a file of the actions taken to report each event and prepare, check, and approve the notice of the event, including the approvals of the Chairman of the Governing Board, and the County's Counsel, if obtained.

6. Training.

6.1. Personnel to be Trained. Each member of the Disclosure Working Group, the Disclosure Officers and each officer or employee designated as a source of data or an Event Notice pursuant to this Disclosure Policy shall undergo periodic training.

6.2. Training Content. The training program and materials shall be prepared by or with the assistance of the issuer's outside bond or disclosure counsel and approved by the County's Counsel. The training program shall impart the requirements of federal and state securities laws and the Disclosure Agreements, the meaning of "material," and the duties of such officers and employees under this Disclosure Policy.

6.3. Training Frequency. Each affected officer and employee shall undergo training (a) promptly after being appointed to a position described in Section 6.1 and (b) annually as necessary to address any changes in law or this Disclosure Policy.

7. Updates to Policies and Procedures.

7.1. Periodic Review. The Disclosure Policy shall be reviewed annually by the Disclosure Working Group. In addition, at any time all officers and employees of the County are invited and encouraged to make recommendations for changes to this Disclosure Policy so that it fosters better compliance with applicable law, results in better information to investors, or makes the procedures required by this Disclosure Policy more efficient.

7.2. Recommendations for Change. Following receipt of any such recommendation, the Disclosure Officers shall give their advice regarding the recommendation to the Disclosure Working Group. The Disclosure Working Group shall consider the recommendation and advice, determine whether to propose a change to this Disclosure Policy, and submit such proposal to the Chairman of the Governing Board.

7.3. Changes to Disclosure Policy. The Chairman of the Governing Board, with advice from the County's Counsel and Disclosure Counsel, shall approve and implement any change to this Disclosure Policy that is proposed by the Disclosure Working Group, does not change the fundamental policies or procedures established by this Disclosure Policy, and is determined by the Chairman of the Governing Board to be advisable.

8. Miscellaneous.

8.1. Internal Use Only. This Disclosure Policy is intended for the internal use of the County only and is not intended to establish any duties in favor of or rights of any person other than the County.

8.2. Waiver of Procedures. The officers and employees charged by this Disclosure Policy with performing or refraining from any action may depart from this Disclosure Policy when they and the Disclosure Officers in good faith determine that such departure

is in the best interests of the County and consistent with the duties of the County under federal and state securities laws. If either Disclosure Officer is charged by this Disclosure Policy with taking or refraining from such action, any such departure shall require approval of the County's Counsel.

GLOSSARY

For purposes of this Disclosure Policy:

- 1.1. “**Annual Filing**” has the meaning given such term in Section 5.2.1.
- 1.2. “**County’s Counsel**” means the County’s outside legal counsel.
- 1.3. “**Continuing Disclosure Document**” has the meaning given such term in Section 1.14.2 of this Glossary.
- 1.4. “**Disclosure Agreement**” means the provisions of each ordinance, order, resolution, or other agreement of the County by which the County undertakes to provide financial and operating data periodically, and timely notices of certain events, to the MSRB, whether expressly or as the only nationally recognized municipal securities information repository under SEC Rule 15c2-12.
- 1.5. “**Disclosure Counsel**” means Gray Pannell & Woodward LLP, or any successor counsel engaged from time to time by the County to give advice to the County in accordance with this Disclosure Policy.
- 1.6. “**Disclosure Documents**” means those items set forth under Sections 1.14.1, 1.14.2, and 1.14.3 of this Glossary.
- 1.7. “**Disclosure Officers**” means the officers or employees of the County charged with exercising the responsibilities of a Disclosure Officer under this Disclosure Policy, i.e., the Finance Director and County Manager.
- 1.8. “**Disclosure Working Group**” for any Public Statement means the officers or employees of the County charged with exercising the responsibilities of the Disclosure Working Group in preparing or checking the Public Statement under this Disclosure Policy, as described in Section 5.
- 1.9. “**Dissemination Agent**” shall mean the County, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.
- 1.10. “**EMMA**” means the Electronic Municipal Market Access System maintained by the MSRB.
- 1.11. “**Governing Body**” means the Board of Commissioners of Lowndes County.
- 1.12. “**Material**” when used with respect to a fact included in a disclosure document means, generally, that a reasonable investor likely would attach significance to it in making a decision to buy, hold, or sell Securities of the County. When questions of materiality arise, counsel should be consulted.
- 1.13. “**MSRB**” means the Municipal Securities Rulemaking Board.

1.14. “**Public Statement**” means any statement or other communication that is intended (or reasonably can be expected) to be accessible to and relied upon by investors in the County’s Securities, including, as applicable:

1.14.1. **Offering Documents:** preliminary and final Official Statements and other documents by which Securities are offered to the public by the County as well as solicitation statements by which the County offers to purchase its Securities or requests consents or waivers regarding Securities;

1.14.2. **Continuing Disclosure Documents:** financial and operating data and event notices filed with the MSRB through EMMA pursuant to Disclosure Agreements;

1.14.3. **Other EMMA Filings:** other information filed with the MSRB through EMMA;

1.14.4. **Website Content:** information uploaded or linked or posted to the website of the County; and

1.14.5. **Press Releases, Etc.:** press releases and other formal statements of the County or the Chairman of the Governing Board.

1.15. “**SEC**” means the United States Securities and Exchange Commission.

1.16. “**Securities**” means bonds, notes, certificates of obligation, certificates of participation, and other debt obligations or securities of the County, or the payment of which the County is obligated to support by a lease, contract, or other arrangement, that are sold to or otherwise held or traded in by the public.

CLERK'S CERTIFICATE

I, the undersigned Clerk of Lowndes County, Georgia (the "County"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by a majority of the Board of Commissioners of Lowndes County, Georgia in a regular meeting duly called and assembled on the 23rd day of July, 2019, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution has been recorded in the minute book of the County which is in my custody and control.

Witness my hand and seal of the County, this 23rd day of July, 2019.

Clerk, Lowndes County, Georgia

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: SPLOST VIII Agreement

Work Session/Regular Session

DATE OF MEETING: July 23, 2019

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: SPLOST VIII Agreement

HISTORY, FACTS AND ISSUES: On July 8, 2019, Lowndes County met with the cities of Valdosta, Hahira, Lake Park, Remerton and Dasher to officially call for SPLOST VIII. As a result, the attached SPLOST VIII Agreement between Lowndes County and the cities has been prepared for consideration. Once approved by Lowndes County, the agreement will be forwarded to the cities for consideration during a public meeting.

OPTIONS:

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

SPLOST VIII AGREEMENT (2019 ELECTION)

Lowndes County, Georgia

This Agreement, made and entered into effective August 12, 2019, by and between Lowndes County, Georgia (the "County") and the City of Valdosta, Georgia ("Valdosta"), the City of Hahira, Georgia ("Hahira"), the City of Remerton, Georgia ("Remerton"), the City of Dasher, Georgia ("Dasher") and the City of Lake Park, Georgia ("Lake Park") (collectively the "Municipalities");

WITNESSETH

WHEREAS, OCGA § 48-8-110 *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST" or the "tax") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 8th day of July, 2019, in conformance with the requirements of OCGA § 48-8-111(a); and

WHEREAS, the County and the Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act,

NOW, THEREFORE, in consideration of the mutual promises and understanding made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 5th day of November, 2019, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be reimposed on all sales and uses within the special district of Lowndes County for a period of six years to raise an estimated \$134,000,000 to be used for funding the projects specified in Exhibit A attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in OCGA § 48-8-110(4);
and
- (v) Each Municipality is located entirely within the geographic boundaries of the special tax district created in the County.

- C. The County and Municipalities intend to comply in all respects with the Act. All provisions of this Agreement shall be construed in light of the Act.
- D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibit A of this Agreement. The projects specified in Exhibit A shall be funded from proceeds of the tax authorized by the Act.
- E. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required to fulfill the terms of this Agreement.

Section 2. Conditions Precedent

- A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the approval, execution, and delivery of this Agreement by the County and each of the Municipalities, and the adoption of a resolution of the County calling for the reimposition of the SPLOST in accordance with the provisions of OCGA § 48-8-111(a).
- B. This Agreement is further conditioned upon the approval of the proposed reimposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of OCGA § 48-8-111(b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 5, 2019, shall continue for a period of six calendar years with collections beginning on the earliest date authorized by the Act or the Revenue Commissioner of the State of Georgia pursuant thereto.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence effective August 12, 2019, and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST; or
- (iii) The completion of all projects described in Exhibit A.

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

- A. A special fund or account shall be created by the County and designated as the 2019 Lowndes County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a 2019 Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes specified in the Resolution of the County calling for reimposition of the tax and in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

- A. Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section.
- B. The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to each Municipality according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

Section 7. Projects

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

Section 8. Project Funding

Projects shall be funded and constructed in accordance with the schedule found in Exhibit A of this Agreement. The priority of county projects shall be determined by the County. The priority of municipal projects shall be determined by the Municipalities. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the schedule found in Exhibit A must be agreed to in writing by all parties to this Agreement.

Section 9. Completion of Projects

- A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts. The County and Municipalities shall maintain a record of each and every project for which the proceeds of the tax are used.

- B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other county project included in Exhibit A.
- C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A.
- D. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years of the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under OCGA § 48-8-121(g)(2).
- E. Proceeds of the tax exceeding \$134,000,000 shall be allocated and distributed to the County and Municipalities based upon the percentages in Exhibit A. The County and the Municipalities may apply such proceeds to project costs as authorized by the Act.

Section 10. Expenses

The expense of the election shall be paid from County funds.

Section 11. Audits

- A. During the term of this Agreement, the distribution and use of SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with OCGA § 48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

Section 12. Notices

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

Hahira	City of Hahira Attn: Mayor 301 W. Main St. Hahira, GA 31632
Remerton	City of Remerton Attn: Mayor 2 Poplar St. Remerton, GA 31601
Lake Park	City of Lake Park Attn: Mayor 120 Essa St. Lake Park, GA 31636
Dasher	City of Dasher Attn: Mayor 3686 U.S. 41 South Dasher, GA 31601
Valdosta	City of Valdosta Attn: Mayor P.O. Box 1125 Valdosta, GA 31603-1125
County	Lowndes County Board of Commissioners Attn: Chairman P.O. Box 1349 Valdosta, GA 31603-1349

Section 13. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 14. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 15. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 16. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 17. Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules, and regulations.

Section 18. Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 19. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed, and delivered effective the date indicated herein.

(signatures continued on next page)

LOWNDES COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest: _____
Clerk

(signatures continued on next page)

CITY OF VALDOSTA

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

(signatures continued on next page)

CITY OF HAHIRA

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

(signatures continued on next page)

CITY OF REMERTON

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

(signatures continued on next page)

CITY OF DASHER

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

(signatures continued on next page)

CITY OF LAKE PARK

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

EXHIBIT A

The County. 46.21% of the net proceeds of the tax (in an estimated amount of \$61,924,932) shall be allocated to the County for the following capital outlay projects:

<u>Project</u>	<u>estimated cost</u>
• construction of, and improvements to, parks and recreation facilities including athletic fields	\$ 13,274,932
• improvements to airport terminal facilities	\$ 2,000,000
• major capital equipment for law enforcement purposes, including law enforcement vehicles, and improvements to law enforcement facilities	\$ 2,500,000
• improvements to historic courthouse facility	\$ 12,000,000
• construction of new animal welfare facility	\$ 3,000,000
• improvements to 9-1-1 call answering and emergency vehicle dispatch facilities	\$ 350,000
• construction of record storage facilities	\$ 375,000
• acquisition of property for, and improvements to, health department facilities	\$ 250,000
• construction of Clyattville community center	\$ 300,000
• improvements to, and capital equipment for, southside branch library facility, including new event and educational facilities	\$ 175,000
• improvements to, and capital equipment for, emergency medical services facilities	\$ 550,000
• improvements to historic Carnegie library museum facility	\$ 150,000
• improvements to, and maintenance of, road and bridge facilities	\$ 2,500,000
• capital equipment for public works services	\$ 1,500,000
• construction of, improvements to, and capital equipment for water and sewer facilities	\$ 23,000,000
Total	\$ 61,924,932

Valdosta. 48.51% of the net proceeds of the tax (in an estimated amount of \$65,001,883) shall be allocated to Valdosta for the following capital outlay projects:

<u>Project</u>	<u>estimated cost</u>
• construction of and improvements to road, street, and bridge facilities to include sidewalks, bike lanes, city rights-of-way, to include land acquisition, traffic signals and intersection improvements, resurfacing, street repairs and materials, technology improvements, and other transportation systems and equipment improvements	\$ 10,620,100
• construction of and improvements to drainage infrastructure systems, and facilities to include the purchase of land, property, and capital equipment for the maintenance of drainage systems and piping of ditches	\$ 2,621,718
• construction of and improvements to major capital equipment for police facilities, other police equipment, and technology improvements to include in-car camera systems	\$ 850,000
• construction of and improvements to major capital equipment for parks and recreation to include land acquisition, facility improvements, and renovations	\$ 3,500,000
• construction of and improvements to major capital equipment for firefighting	\$ 455,000
• construction of and improvements to water and sewer facilities, to include equipment, land acquisition, and construction of water and wastewater facilities, plants, infrastructure, materials, and capital equipment	\$ 28,650,000
• construction of and improvements to major capital equipment for public works facilities, to include sanitation vehicles and other public works vehicles	\$ 2,325,000
• major repairs, renovations, and capital equipment for administrative buildings, including computer hardware and software	\$ 4,750,000
• payment of existing bond debt and/or loan obligations for water and wastewater improvements and capital expenditures	\$ 10,917,140
• purchase of property, land, and streetscape improvements, design, and construction of capital improvements projects as identified in the Downtown Valdosta Strategic Master Plan	\$ 312,925
Total	\$ 65,001,883

Hahira. 2.57% of the net proceeds of the tax (in an estimated amount of \$3,445,586) shall be allocated to Hahira for the following capital outlay projects:

<u>project</u>	<u>estimated cost</u>
<ul style="list-style-type: none"> • construction of, improvements to, and major capital equipment for road, street, and bridge facilities, sidewalks, bicycle and cart paths and trails, including acquisition of rights of way, improvement of surface-water drainage, widening, resurfacing, leveling, and other repairs for preservation of road, street, and bridge facilities 	\$ 500,000
<ul style="list-style-type: none"> • construction of, improvements to, and major capital equipment for water and sewer facilities 	\$ 1,245,586
<ul style="list-style-type: none"> • construction of, improvements to, and major capital equipment for public safety facilities, including police and firefighting and rescue equipment, computer equipment, communications equipment, police and fire department vehicles, and acquisition of property 	\$ 1,000,000
<ul style="list-style-type: none"> • construction of, improvements to, and major capital equipment for administrative facilities, including city hall, computer equipment, and technology upgrades 	\$ 350,000
<ul style="list-style-type: none"> • construction of, improvements to, and capital equipment for city parks and recreation facilities, including acquisition of property and construction of parks 	\$ 350,000
Total	\$ 3,445,586

Remerton. 0.94% of the net proceeds of the tax (in an estimated amount of \$1,253,359) shall be allocated to Remerton for the following capital outlay projects:

<u>project</u>	<u>estimated cost</u>
<ul style="list-style-type: none"> • construction of and improvements to road, street, and bridge facilities to include sidewalks, bike lanes, piping of ditches, city rights-of-way to include land acquisition, traffic equipment and technology improvements, resurfacing, street repairs and materials 	\$ 150,000
<ul style="list-style-type: none"> • construction of and improvements to water, sewer, sanitation, and public works facilities, including, but not limited to acquisition of equipment, vehicles, and technology improvements and payment for services rendered in connection therewith 	\$ 350,000
<ul style="list-style-type: none"> • purchase of equipment and technology improvements for public safety including but not limited to public safety vehicles and payment for services in connection therewith 	\$ 300,000
<ul style="list-style-type: none"> • construction of and improvements and/renovations to, or the purchase of property for municipal facilities, and purchase of furniture, fixtures, and equipment related thereto 	\$ 453,359
Total	\$ 1,253,359

Dasher. 0.86% of the net proceeds of the tax (in an estimated amount of \$1,156,593) shall be allocated to Dasher for the following capital outlay projects:

<u>project</u>	<u>estimated cost</u>
• completion of plans for digital information center (library, technological equipment, and software)	\$ 404,808
• pre-construction plans of major access road between South Hwy 41 and Carrol Ulmer, pedestrian/golf cart path, roads, and bridges	\$ 370,110
• construction and/or improvements to sewage and/or water distribution systems	\$ 289,148
• construction of and improvements to parks and recreation facilities including land development, including Triple Lakes Wildlife Refuge	\$ 92,527
Total	\$ 1,156,593

Lake Park. 0.91% of the net proceeds of the tax (in an estimated amount of \$1,217,648) shall be allocated to Lake Park for the following capital outlay projects:

<u>project</u>	<u>estimated cost</u>
<ul style="list-style-type: none"> • construction of and improvements to road, street, and bridge facilities, sidewalks, bicycle/cart paths and trails, including acquisition of rights of way, improvement of surface-water drainage, widening, resurfacing, leveling, and other repairs for preservation of road, street, and bridge facilities 	\$ 277,943
<ul style="list-style-type: none"> • construction of and improvements to water and sewer facilities 	\$ 202,941
<ul style="list-style-type: none"> • construction of and major capital equipment for public works facilities, including maintenance building facilities, service vehicles and maintenance equipment, and acquisition of property for construction of a maintenance building 	\$ 127,941
<ul style="list-style-type: none"> • improvements to and major capital equipment for public safety facilities, including police and firefighting and rescue equipment, computer equipment, communications equipment, and police and fire department vehicles 	\$ 202,941
<ul style="list-style-type: none"> • improvements to and major capital equipment for administrative facilities, including improvements to city hall, computer equipment, and technology upgrades 	\$ 277,941
<ul style="list-style-type: none"> • improvements to and capital equipment for city parks and recreation facilities, including acquisition of property, construction of parks, and renovation and restoration of civic center and other historic structures 	\$ 127,941
Total	\$ 1,217,648

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Abandonment of Portion of Reed Road

Work Session/Regular Session

DATE OF MEETING: July 23, 2019

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Abandonment of Portion of Reed Road

HISTORY, FACTS AND ISSUES: The Board of Commissioners abandoned a portion of Reed Road on January 8, 2019.

The adjoining property owners request the Board to approve and execute the attached quitclaim deeds for purposes of quitclaiming the abandoned right of way to them.

OPTIONS: 1. Approve and authorize Chairman to sign attached Quitclaim Deeds
2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Return recorded document to:

Elliott, Blackburn & Gooding, P. C.
3016 North Patterson Street
Valdosta, GA 31602

NO TITLE EXAMINATION PERFORMED;
DEED PREPARATION ONLY

QUIT CLAIM DEED

STATE OF GEORGIA
LOWNDES COUNTY

THIS INDENTURE made this ____ day of July, 2019, between the BOARD OF COMMISSIONERS OF LOWNDES COUNTY (“Grantor”) and R. Bryan Almand, Gary L. Bass, Judson H. Rackley, and E. Cameron Hickman (“Grantees”);

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does remise, release, and forever QUIT-CLAIM unto Grantees all the right, title, interest, claim, or demand which the Grantor has or may have had in and to the following described real property, to wit:

All that tract or parcel of land situate and lying and being in Land Lot 87 of the 11th Land District, Lowndes County, Georgia, and being all of that certain 0.505 acres depicted as Tract 3 upon a plat of survey surveyed June 14, 2019, platted July 8, 2019, made by ASA Engineering & Surveying, Inc. entitled “Plat of Abandoned Road For: LOWNDES COUNTY,” a copy of which is of record in Plat Book 000PCC, Page 00518, in the records of Lowndes County, Georgia, reference to which plat and record whereof is hereby made for all purposes in aid of description,

with all and singular the rights, members, and appurtenances to said described property in anywise appertaining and belonging,

TO HAVE AND TO HOLD the said described property to Grantees, so that neither Grantor, nor any other person or persons claiming under Grantor, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid described property, or its

appurtenances or any part thereof.

IN WITNESS WHEREOF, Grantor has hereunto signed and sealed this deed, by and through its authorized representatives, the day and year first above written.

BOARD OF COMMISSIONERS OF
LOWNDES COUNTY

[SEAL]

By: _____
Chairman

Attest: _____
Clerk

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

My commission expires: _____

(AFFIX SEAL)

Return recorded document to:
Elliott, Blackburn & Gooding, P. C.
3016 North Patterson Street
Valdosta, GA 31602

NO TITLE EXAMINATION PERFORMED;
DEED PREPARATION ONLY

QUIT CLAIM DEED

STATE OF GEORGIA
LOWNDES COUNTY

THIS INDENTURE made this ____ day of July, 2019, between the BOARD OF COMMISSIONERS OF LOWNDES COUNTY (“Grantor”) and Michael D. Bowman and Deborah M. Bowman (“Grantees”);

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does remise, release, and forever QUIT-CLAIM unto Grantees all the right, title, interest, claim, or demand which the Grantor has or may have had in and to the following described real property, to wit:

All that tract or parcel of land situate and lying and being in Land Lot 98 of the 11th Land District, Lowndes County, Georgia, and being all of that certain 0.120 acres depicted as Tract 1 upon a plat of survey surveyed June 14, 2019, platted July 8, 2019, made by ASA Engineering & Surveying, Inc. entitled “Plat of Abandoned Road For: LOWNDES COUNTY,” a copy of which is of record in Plat Book 000PCC, Page 00518, in the records of Lowndes County, Georgia, reference to which plat and record whereof is hereby made for all purposes in aid of description,

with all and singular the rights, members, and appurtenances to said described property in anywise appertaining and belonging,

TO HAVE AND TO HOLD the said described property to Grantees, so that neither Grantor, nor any other person or persons claiming under Grantor, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid described property, or its

appurtenances or any part thereof.

IN WITNESS WHEREOF, Grantor has hereunto signed and sealed this deed, by and through its authorized representatives, the day and year first above written.

BOARD OF COMMISSIONERS OF
LOWNDES COUNTY

[SEAL]

By: _____
Chairman

Attest: _____
Clerk

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

My commission expires: _____

(AFFIX SEAL)

Return recorded document to:

Elliott, Blackburn & Gooding, P. C.
3016 North Patterson Street
Valdosta, GA 31602

NO TITLE EXAMINATION PERFORMED;
DEED PREPARATION ONLY

QUIT CLAIM DEED

STATE OF GEORGIA
LOWNDES COUNTY

THIS INDENTURE made this ____ day of July, 2019, between the BOARD OF COMMISSIONERS OF LOWNDES COUNTY (“Grantor”) and William L. Clanton (“Grantee”);

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does remise, release, and forever QUIT-CLAIM unto Grantee all the right, title, interest, claim, or demand which the Grantor has or may have had in and to the following described real property, to wit:

All that tract or parcel of land situate and lying and being in Land Lots 87 and 98 of the 11th Land District, Lowndes County, Georgia, and being all of that certain 0.631 acres depicted as Tract 2 upon a plat of survey surveyed June 14, 2019, platted July 8, 2019, made by ASA Engineering & Surveying, Inc. entitled “Plat of Abandoned Road For: LOWNDES COUNTY,” a copy of which is of record in Plat Book 000PCC, Page 00518, in the records of Lowndes County, Georgia, reference to which plat and record whereof is hereby made for all purposes in aid of description,

with all and singular the rights, members, and appurtenances to said described property in anywise appertaining and belonging,

TO HAVE AND TO HOLD the said described property to Grantee, so that neither Grantor, nor any other person or persons claiming under Grantor, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid described property, or its appurtenances or any part thereof.

IN WITNESS WHEREOF, Grantor has hereunto signed and sealed this deed, by and through its authorized representatives, the day and year first above written.

BOARD OF COMMISSIONERS OF
LOWNDES COUNTY

[SEAL]

By: _____
Chairman

Attest: _____
Clerk

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

My commission expires: _____

(AFFIX SEAL)