

LOWNDES COUNTY BOARD OF COMMISSIONERS PROPOSED AGENDA

WORK SESSION, MONDAY, JULY 11, 2022, 8:30 AM REGULAR SESSION, TUESDAY, JULY 12, 2022, 5:30 PM 327 N. Ashley Street - 2nd Floor

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance To The Flag
- 4. Recognition of Lowndes County Fire Rescue Firefighter Jacob Whiting (Work Session)
- 5. Medical First Responders License Recognition with SGMC Emergency Medical Services and Lowndes County Fire Rescue (Regular Session)
- 6. Minutes For Approval
 - Work Session June 27, 2022 & Regular Session June 28, 2022
 Recommended Action: Approve
 Documents:

7. Appointment

 Hospital Authority of Valdosta and Lowndes County Recommended Action: Board's Pleasure Documents:

8. Public Hearing

- a. REZ-2022-13 Hunter Property, Madison Hwy, E-A to C-C, County Water & Septic, ~7ac Recommended Action: Board's Pleasure Documents:
- b. REZ-2022-14 Ben Beasley, River Rd. R-21 to R-A, County Water & Septic, ~13acres Recommended Action: Board's Pleasure Documents:

9. For Consideration

b.

 Annual Contract Renewal for Mosquito Identification and Testing Recommended Action: Board's Pleasure Documents:

Acceptance of FY23 Juvenile Justice Incentive Grant

Recommended Action: Approve

Documents:

c. Abandonment of a Portion of Boring Pond Lane
Recommended Action: Option 1
Documents:

- 10. Reports County Manager
- 11. Citizens Wishing To Be Heard Please State Your Name and Address
- 12. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

20B1	cur: Hospital Authority of Valdosta and Lowndes County	
DATE	OF MEETING: July 12, 2022	Work Session/Regular Session
	GET IMPACT:	
FUNI	DING SOURCE:	
()	Annual	
()	Capital	
(X)	N/A	
()	SPLOST	
()	TSPLOST	
COUN	ITY ACTION REQUESTED ON: Appointing/Reappointing Members	

HISTORY, FACTS AND ISSUES: The term of Dr. Brian Griner on the Hospital Authority of Valdosta and Lowndes County will expire on August 1, 2022. The Authority has submitted the names of Dr. Brian Griner, Mr. Bo Lovein, and Mrs. Suzanne Mathis for consideration. They have all expressed an interest in serving on the Authority.

The term of Dr. John Roan on the Hospital Authority of Valdosta and Lowndes County will expire on August 1, 2022. The Authority has submitted the names of Dr. John Roan, Mr. Hayden Hancock, and Mrs. Suzanne Mathis for consideration. They have all expressed an interest in serving on the Authority.

OPTIONS: 1. Appoint/Reappoint Members

2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

<u>DEPARTMENT</u>: County Manager <u>DEPARTMENT HEAD</u>: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



HOSPITAL AUTHORITY OF VALDOSTA AND LOWNDES COUNTY, GEORGIA

Sam Allen, Chairman Ben I. Copeland, Sr. Brian Griner, MD John W. Langdale, Jr. Gregory Powell John Roan, DDS Tim Dame Shirley J. Garland Ronald E. Dean, Secretary

June 15, 2022

Mr. Bill Slaughter, Chairman Lowndes County Board of Commissioners 327 North Ashley Street, 3rd Floor Valdosta, Georgia 31601

RE: Vacancy on the Board of Trustees of the Hospital Authority of Valdosta and Lowndes County, Georgia

Dear Chairman Slaughter:

The Hospital Authority of Valdosta and Lowndes County, Georgia met at the regularly scheduled monthly meeting on June 15, 2022. The following three names are being submitted from which Lowndes County will select one person to fill the upcoming vacancy or reappointment of Dr. Brian Griner's seat on the Authority which expires on August 1, 2022:

- 1. Dr. Brian Griner
- 2. Mr. Bo Lovein
- 3. Mrs. Suzanne Mathis

The Hospital Authority looks forward to hearing from Lowndes County as to its selection to fill the existing vacancy.

Thank you for your consideration in this matter.

With best wishes, I am

Sincerely.

Sam Allen, Chairman

Hospital Authority of Valdosta and Lowndes County, Georgia

CC: Hospital Authority Board, Mayor Scott James Matheson, Mark Barber, Paige Dukes

Lowndes County Board/Agency Appointee Information Sheet - Submission #105

Date Submitted: 6/16/2022

Date:	Board/Agency Applying For:			
6/16/2022	Hospital Authority of Valdosta and Lowndes County, Georgia			
Last Name		First Name		
Griner		Brian		
Street Address		Angeron mentangan kang yang perunangan mengangan pengangan pengangan pengangan mengangan pengangan mengangan pengangan pengan pengangan pengangan pengangan pengangan pengangan pengangan	City/State/Zip	
3301 N. Oak Street Ext.			Valdosta, GA 31605	
Phone Number		Email Address	3	
229-242-6061				
Occupation				
Physician - Griner Medical G	roup - Private Practice			
Professional Experience				
Physician, Internal Medicine	and Pediatrics			
Knowledge & Skills				
Current Hospital Authority Bo	pard Member, Member of the	SGMC Medical Stat	f.	
What knowledge or skills do y appointed?	ou possess that would contri	bute to the Board/A	gency to which you are requesting to be	
Please list the Board/Agend	y that you have been or are	e currently a memb	per of:	
Hospital Authority of Valdosta and Lowndes County, Georgia				

Serves on various committees at SGMC.					
Please list any extracurr	cular activities and/or	community organiz	zations you are af	filiated with.	

Extra Activities & Community Organizations

Lowndes County Board/Agency Appointee Information Sheet - Submission #108

Date Submitted: 6/16/2022

Date:	Board/Agency Apply	Board/Agency Applying For:			
6/16/2022	Hospital Authority of	Hospital Authority of Valdosta and Lowndes County, Georgia			
Last Name		First Name			
Lovein		Во			
Street Address			City/State/Zip	and the second s	
32 Sweet Water Ln.			Nashville, GA 31639		
Phone Number		Email Addı	Email Address		
Occupation					
Former Owner - Bo L	ovein Ford, Nashville, GA				
Professional Experie	nce				
Former Owner - Bo L	ovein Ford, Nashville, GA				
Knowledge & Skills					
	pard of Trustees Member ory Committee Member				
l What knowledge or sk appointed?	ills do you possess that would o	contribute to the Boar	d/Agency to which you are requesting to be		
Please list the Board	/Agency that you have been o	or are currently a me	ember of:		
SGMC Foundation Bo SGMC Berrien Adviso					

Extra Activities & Community Organizations Supporter of Nashville/ Berrien County Community				
list		***************************************		
ease list any extracurr	cular activities and/or community organizations you are affiliated with.			

Lowndes County Board/Agency Appointee Information Sheet - Submission #109

Date Submitted: 6/16/2022

Date:	Board/Agency Ap	Board/Agency Applying For:			
6/16/2022	Hospital Authority	Hospital Authority of Valdosta and Lowndes County, Georgia			
Last Name		First Name			
Mathis		Suzanne		4 a a a a	
Street Address			City/State/Zip		
64 W Church Street			Lakeland, GA 31635		
Phone Number		Email Add	Email Address		
Occupation				and the second s	
Attorney					
Professional Experie	1ce			4.00	
Attorney, Suzanne P. I	Mathis Law Office				
Knowledge & Skills					
Currently serves on th	e SGMC Lanier Campus Ac	dvisory Committee		THE RESIDENCE OF THE PARTY OF T	
l What knowledge or ski appointed?	ls do you possess that wou	lld contribute to the Boar	d/Agency to which you are requesting to be		
Please list the Board/	Agency that you have bee	en or are currently a me	ember of:		
SGMC Lanier Advisory	/ Committee				

Active in the Lakeland/La	nier County Community			
Please list any extracurric	ular activities and/or com	munity organizations	you are affiliated with.	

Extra Activities & Community Organizations



HOSPITAL AUTHORITY OF VALDOSTA AND LOWNDES COUNTY, GEORGIA

Sam Allen, Chairman Ben I. Copeland, Sr. Brian Griner, MD John W. Langdale, Jr. Gregory Powell John Roan, DDS Tim Dame Shirley J. Garland Ronald E. Dean, Secretary

June 15, 2022

Mr. Bill Slaughter, Chairman Lowndes County Board of Commissioners 327 North Ashley Street, 3rd Floor Valdosta, Georgia 31601

RE: Vacancy on the Board of Trustees of the Hospital Authority of Valdosta and Lowndes County, Georgia

Dear Chairman Slaughter:

The Hospital Authority of Valdosta and Lowndes County, Georgia met at the regularly scheduled monthly meeting on June 15, 2022. The following three names are being submitted from which Lowndes County will select one person to fill the upcoming vacancy or reappointment of Dr. John Roan's seat on the Authority which expires on August 1, 2022:

- 1. Dr. John Roan
- 2. Mr. Hayden Hancock
- 3. Mrs. Suzanne Mathis

The Hospital Authority looks forward to hearing from Lowndes County as to its selection to fill the existing vacancy.

Thank you for your consideration in this matter.

With best wishes, I am

Sincerely,

Sam Allen, Chairman

Hospital Authority of Valdosta and Lowndes County, Georgia

CC: Hospital Authority Board, Mayor Scott James Matheson, Mark Barber, Paige Dukes

Lowndes County Board/Agency Appointee Information Sheet - Submission #106

Date Submitted: 6/16/2022

Date:	Board/Agency Applying For:				
6/16/2022	Hospital Authority of Valdosta and Lowndes County, Georgia				
Last Name		First Name			
Roan		John			
Street Address			City/State/Zip		
3547 Country Club Road			Valdosta, GA 31605		
Phone Number		Email Address			
Occupation					
Retired Oral Surgeon					
Professional Experience					
Retired Oran Surgeon					
Knowledge & Skills					
Currently serves as Board Member and Vice Chairman of the Hospital Authority of Valdosta and Lowndes County, Georgia					
What knowledge or skills do you appointed?	ou possess that would contribu	ute to the Board/Agend	cy to which you are requesting to be		
Please list the Board/Agency	y that you have been or are	currently a member o	of:		
Hospital Authority of Valdosta and Lowndes County, Georgia					

ctive Member of the SGMC	Medical Staff and has se	erved on various comm	nittees for SGMC.	
ease list any extracurricular	activities and/or commu	nity organizations you	are affiliated with.	

Lowndes County Board/Agency Appointee Information Sheet - Submission #107

Date Submitted: 6/16/2022

Date:	Board/Agency Applying For:				
6/16/2022	Hospital Authority of Valdosta and Lowndes County, Georgia				
Last Name		First Name			
Hancock		Hayden			
Street Address			City/State/Zip		
P.O. Box 1032			Nashville, GA 31639		
Phone Number		Email Address			
Occupation					
Commercial Agent at Houston	& Associates Insurance				
Professional Experience					
Commercial Insurance Agent					
Knowledge & Skills		BV4116 Alder film 1 A4400 - 9000 commoder film monderne men men at an overleen lader he			
Vice Chairman of the SGMC F SGMC Berrien Advisory Comr					
What knowledge or skills do yo appointed?	u possess that would contribu	te to the Board/Agenc	y to which you are requesting to be		
Please list the Board/Agency	that you have been or are c	urrently a member o	f:		
SGMC Foundation Board of Tr SGMC Berrien Advisory Comm					

Nashville, GA native	Very involved in	Nashville, Georgia (Community		
lease list any extra	curricular activities	and/or community o	rganizations you are	affiliated with.	

LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

	C1: REZ-2022-13 Hunter Property, Madison Hwy, E-A to C-C, County & Septic, ~7ac	
DATE	OF MEETING: July 12, 2022	Work Session/Regular Session
	ET IMPACT: N/A DING SOURCE:	
()	Annual	
()	Capital	
(X)	N/A	
()	SPLOST	

COUNTY ACTION REQUESTED ON: REZ-2022-13 Hunter Property, Madison Hwy, E-A to C-C, County Water & Septic, ~7ac

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from Estate Agricultural (E-A) zoning to Crossroads Commercial (C-C) zoning. The general motivation, in this case, is for the development of approximately two acres of the subject property for "future commercial use," per the letter of intent. The subject property possesses road frontage on Madison Hwy, a State maintained minor arterial road. Concerning the Comprehensive Plan Future Development Map the subject property is in the Urban Service Area and depicted as an Agricultural/Forestry Character Area. Per Comprehensive Plan guidance, C-C zoning is listed as a recommended zoning within an Agriculture/Forestry Character Area.

In addition to the above information, the following factors should also be considered: 1) the commercial zoning to the north and south, 2) the frontage on an arterial road; access should be discussed with GA DOT 3) and the subject property's service by County water.

The TRC considered the request and had no objectionable comments given the speculative nature, and if approved, a more detailed analysis of commercial plans would be required. Additionally, staff finds the request consistent with the Comprehensive Plan and existing land-use patterns of the area, and the Planning Commission recommends approval (7-0).

<u>Typical traffic flow capacity of an arterial road is greater than 6,000 AADT. Per the GDOT Annual Average Daily Traffic (AADT) is the average number of vehicles that pass by a counter during a 24-hour period in a certain year.</u>

http://www.dot.ga.gov/informationcenter/statistics/Documents/AADTDefinitions.pdf

OPTIONS: 1) Approve

() TSPLOST

- 2) Approve with Conditions
- 3) Table
- 4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

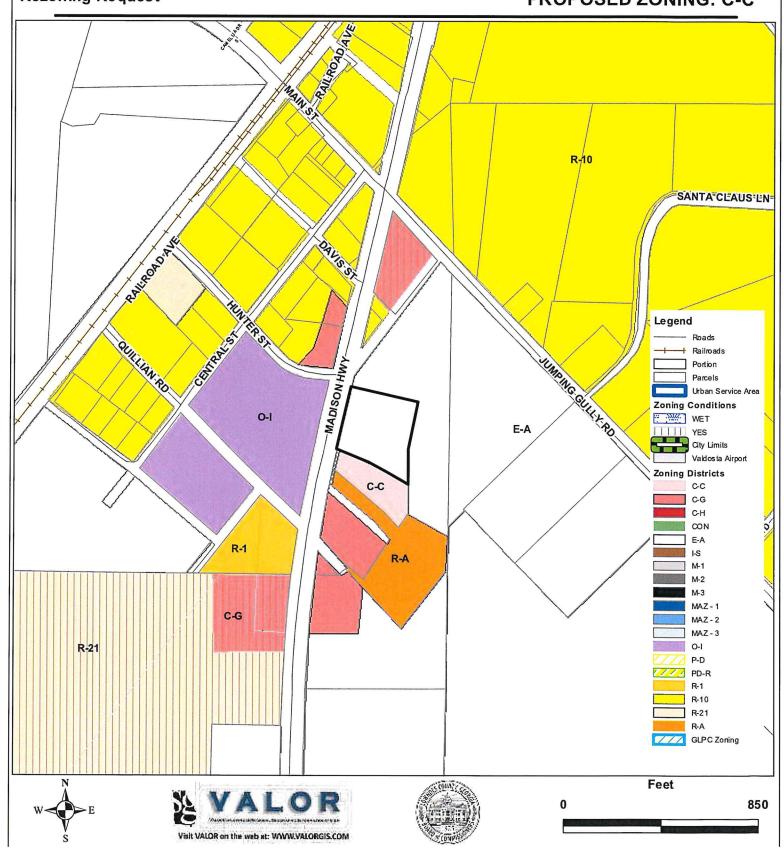
To whom it may concern:
We Lewis Franklin Hunter & James Wallace Hunter wish to ask to rezone our property from E-A zoning to C-C zoning. My desire is to divide my property to allow for a future commercial use on a portion of the property.
Sincerely
Lewis Franklin Hunter
James Wallace Hunter

.

.

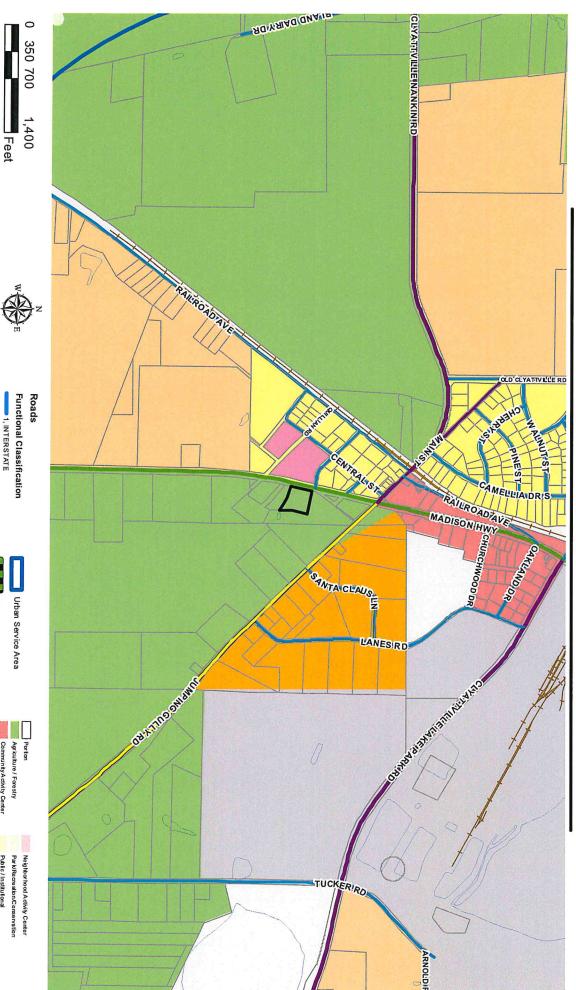
Zoning Location Map

Hunter Property Rezoning Request CURRENT ZONING: E-A PROPOSED ZONING: C-C



Future Development Mar

Rezoning Request **Hunter Property**



SSI C RUCKNOLOWANDA

6, MINOR COLLECTOR

5, MAJOR COLLECTOR 4, MINOR ARTERIAL 3, OTHER PRINCIPAL ARTERIAL

hdustrial Activity Center hstitutional Activity Center hdustrial Area

> Rural Activity Center Remerton Neighborhood Village

Established Residential Downtown

> Regional Activity Center Public / Institutional

Mill Town Linear Greenspace/Trails

Transitional Neighborhood

Suburban Area Rural Residential

Transportation/Communication/Uflifes

Moody Activity Zone

Community Activity Center

1, INTERSTATE

WRPDO Site Map

Legend

	Roads		Open Water
	Portion		Valdosta Airport
_	Railroads		Wetlands
386	Park		100 Yr Flood
	City Limits		Hydrology
9 9	Crashzone	<u>: :</u>	Drastic
A A	Crashzone West		Recharge Areas
	Urban Service Area		Parcels

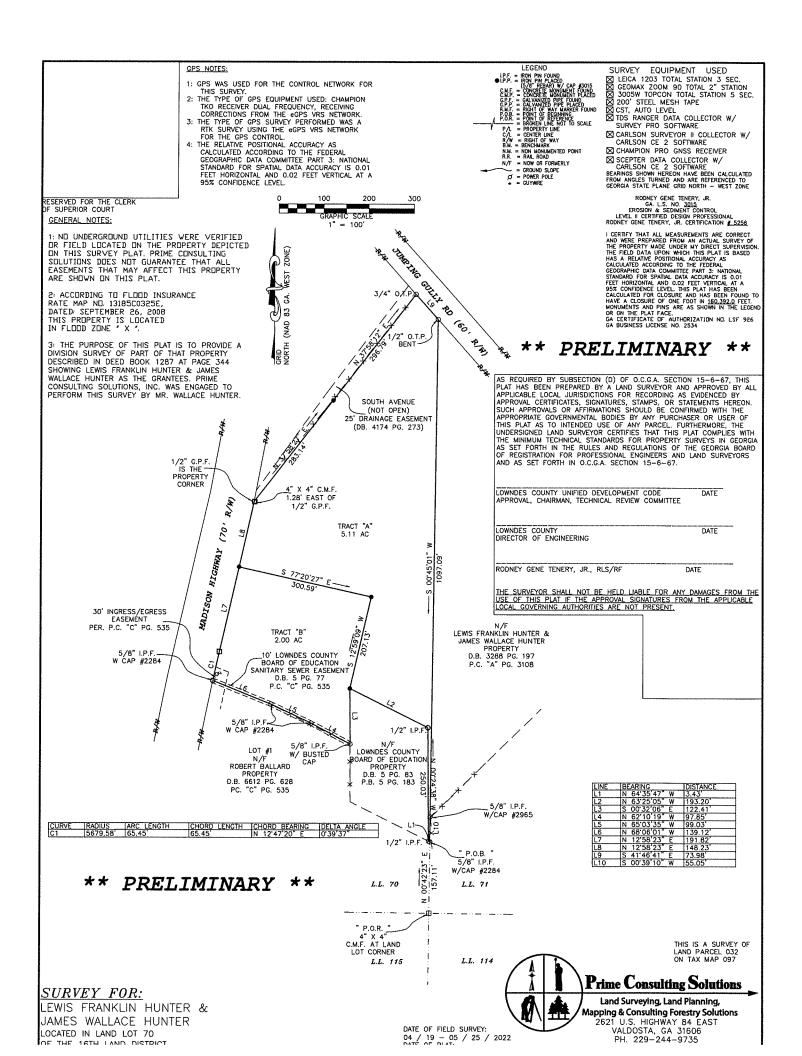
Hunter Property Rezoning Request











LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

	CT: REZ-2022-14 Ben Beasley, River Rd. R-21 to R-A, County Water tic, ~13acres	
DATE	OF MEETING: July 12, 2022	Work Session/Regular Session
	EET IMPACT: N/A DING SOURCE:	
/ / /		
()	Annual	
()	Capital	
(X)	N/A	
()	SPLOST	

COUNTY ACTION REQUESTED ON: REZ-2022-14 Ben Beasley, River Rd. R-21 to R-A, County Water & Septic, ~13acres

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on a portion of the subject property from R-21 (Medium Density Residential) to R-A (Residential Agricultural) zoning. The original parcel was 17 acres and includes two existing residential dwellings that were subdivided into a 1-acre and 3-acre tract earlier this month. If approved, the applicant intends to utilize Family Ties and further subdivide the ~13-acre tract to create up to 5 additional lots. Per ULDC Section 4.04.04 "Lots created as a result of the Family Ties Land Division are exempt from the subdivision standards set forth in Section 4.04.00, the water/sewer connection requirements in Chapter 4 and Chapter 6, and the platting requirements set forth in Chapter 10, provided that the lots are conveyed to a grandparent, parent, spouse, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the owner(s) of the parcel to be divided (parent parcel)."

The subject property is in the Urban Service Area and Suburban Area Character Area, and possesses road frontage on River Rd., a county maintained local road. Per Comprehensive Plan guidance, Suburban Character Areas are predominantly focused on moderate density with a greater focus on Traditional Neighborhood Development, though R-A zoning is listed as a permitted zoning within a Suburban Area Character Area.

In addition to the above information, the following factors should be considered: 1) The various residential zoning districts that dominate the area, 2) the existing rural character of the property, 3) the use of family ties to divide the subject property, and 4) the requirement to connect to county water.

The TRC considered the request and had no technical objections, and staff found the request consistent with the Comprehensive Plan. The Planning Commission had questions regarding the Family Ties provisions of the ULDC and the timeframe in which lots are to be conveyed, ultimately recommending approval (4-3).

OPTIONS: 1) Approve

() TSPLOST

- 2) Approve with Conditions
- 3) Table
- 4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

I wont davide This property useing family ties for family Members

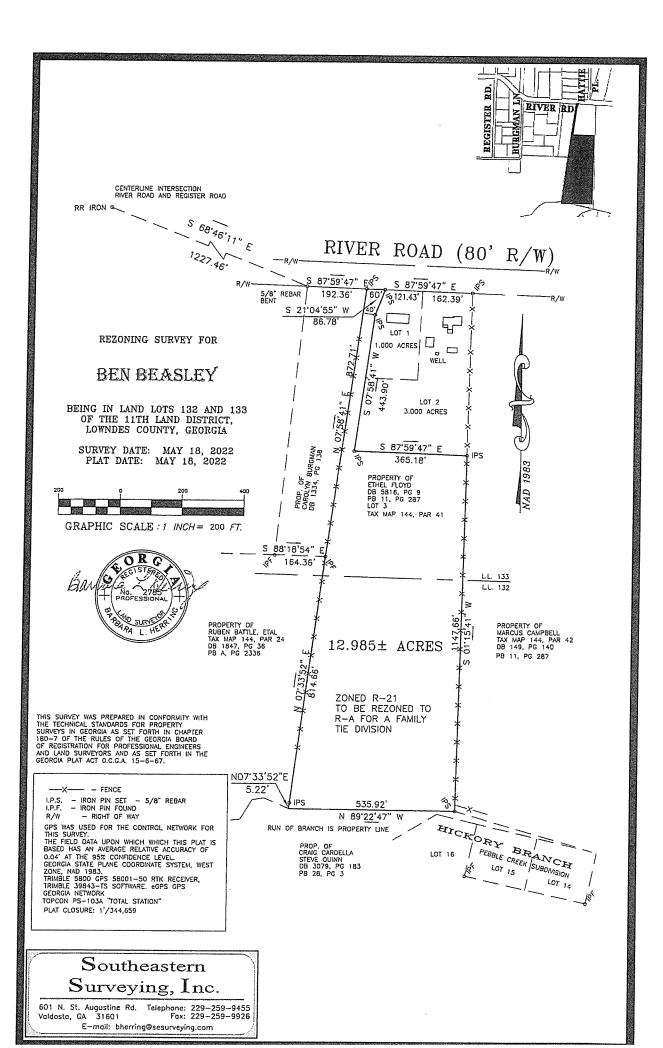
Berin holy

6-2-27

LOWNDES COUNTY BOARD OF COMMISSIONERS CERTIFICATION OF FAMILY TIES

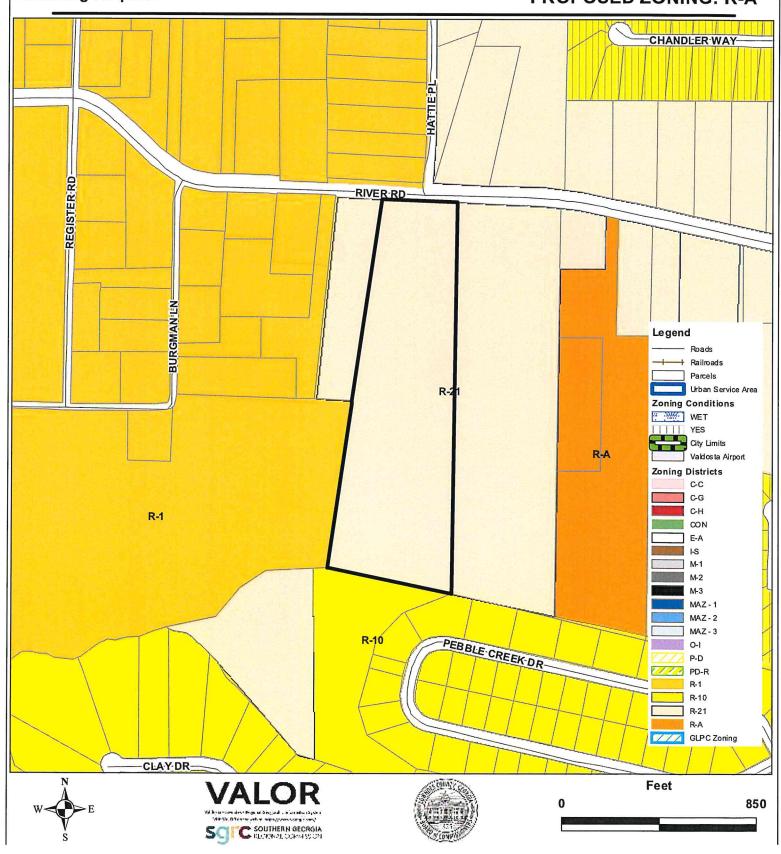
325 W. Savannah Avenue/P O Box 1349, Valdosta, Georgia 31603/(229) 671-2430 tel, (229) 245-5299 fax

		DATE:	June 21, 2022
Name of Citizen Making Inquiry:	Rebecca Beasley		
Relationship to Property Owner:	Granddaughter		
Property Owner:	Ethel Floyd		
(if different) Property Location:	4374 River Rd.		
Map and Parcel:	144-41	_	Property Size: 12.985+/- acres
Current Zoning Classification of Property:	R-A		YESNO
ARE THERE ANY EXIS	TING RESIDENTIAL USES # OF EXISTIN	ON THIS PROPERTY? G RESIDENTIAL USES? This permit will create th	o X residential use.
Purpose of Reques	t: Family ties division children	for	
TO PLACE A MANUFACTURED HOME ON PROPERTY		TO CONSTRUCT A HOUSE ON PROPERTY	OTHER: X
			No house plans at this time
	CERTIFICATION ST	ATEMENT BY PROP	ERTY OWNER
permission to reside on the grandparent, parent, steppo property owner or is a full-t	perty, I hereby certify that the subject property, and I furthen the subject property, and I furthen the subject property adopted parent, sibling, time employee responsible for rading accessory dwelling - Charles and Request	certify that the person reque child, stepchild, adopted chil the agricultural production o apter 5.02.02, Unified Land I	sting the approval is a d, or grandchild of the f the property, and meets
Duly sworn and subscripting	deus	_, 20_ <i>Z</i> Z My commission expired	PUBLIC BY
			MAN NOES COUNTRIBILITY

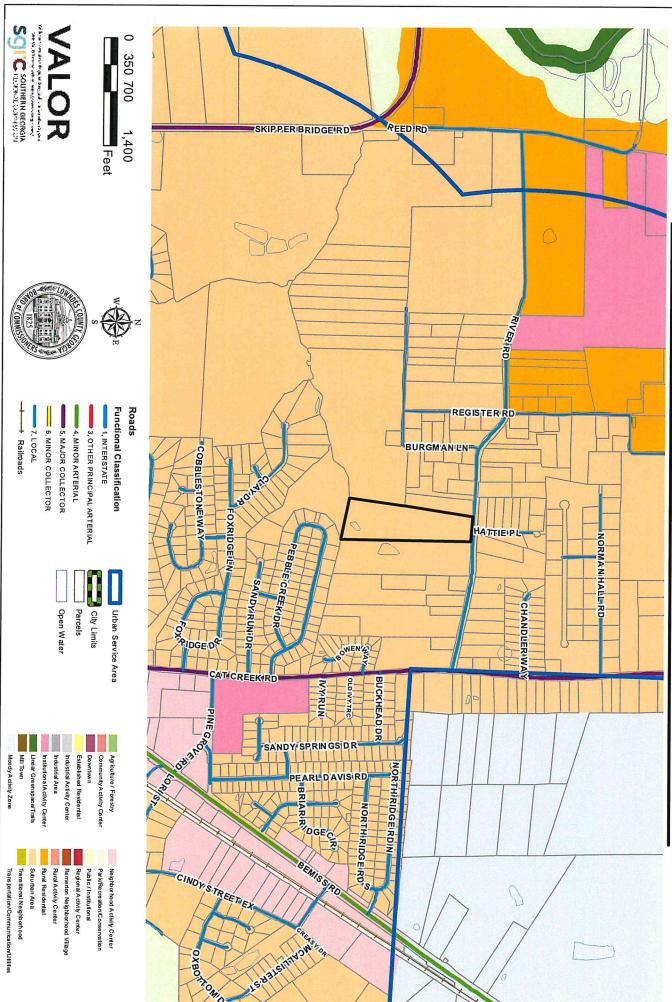


Zoning Location Map

Ben Beasley Rezoning Request CURRENT ZONING: R-21 PROPOSED ZONING: R-A



Ben Beasley Rezoning Request



WRPDO Site Map

Legend

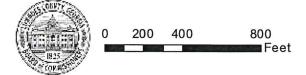
Roads	Open Water
Railroads	Valdosta Airport
Park	Wetlands
City Limits	100 Yr Flood
Crashzone	 Hydrology
Crashzone West	 Drastic
Urban Service Area	Recharge Areas
	Parcels

Ben Beasley Rezoning Request









LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJE Testin	CT: Annual Contract Renewal for Mosquito Identification and	
DATE OF MEETING: July 12, 2022 Work Session/Regular Ses		Work Session/Regular Session
	ET IMPACT: \$54,079.73 ING SOURCE:	
()	Annual Capital N/A SPLOST TSPLOST	
COUN	TY ACTION REQUESTED ON: Annual Contract Renewal for Mosquito I	dentification and Testing
contra	RY, FACTS AND ISSUES: The current contract with Valdosta State Universe ct service includes trapping, identification and testing of mosquitoes es County to help reduce the risk of mosquito-borne diseases.	•
OPTIO	NS: 1. Approve 2. Board's Pleasure	

RECOMMENDED ACTION: Board's Pleasure

<u>DEPARTMENT</u>: Public Works <u>DEPARTMENT HEAD</u>: Robin Cumbus

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

FIXED PRICE AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA AND

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF VALDOSTA STATE UNIVERSITY

THIS AGREEMENT, hereinafter referred to as "Agreement," is made as of the 1st day of July, 2022 by and between THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA, (hereafter referred to as the "County") and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA by and on behalf of VALDOSTA STATE UNIVERSITY (hereinafter referred to as "VSU").

WHEREAS, VSU possesses certain knowledge, skill, and expertise to perform certain functions and services regarding collection and identification of mosquitos and transmitting of samples of collected mosquitos to a laboratory for further analysis (the "Services"); and

WHEREAS, County desires to have VSU perform such Services;

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

- Section 1. Statement of Work: VSU shall perform the services outlined in Attachment 1. Statement of Work (hereinafter referred to as "Project"). Mark S. Blackmore, Ph.D. (mblackmo@valdosta.edu), Professor of Biology, shall serve as Project Director and shall not be replaced by VSU without prior written approval of County. The Project Director shall have primary responsibility for performance of the Services and supervision of qualified VSU faculty and students assisting the Project Director in performing the Services. The Project Director shall be the primary contact at VSU for the Services and this Agreement.
- **Section 2. Term of Agreement:** This Agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023. This Agreement may be extended for additional periods upon written agreement of the parties.
- Section 3. Compensation: This is a fixed price agreement. County shall compensate VSU for Services provided in the amount of \$54,079.73. VSU will invoice County in accordance with the Fee Schedule outlined in Attachment 1. County will pay invoices in U.S. dollars within thirty (30) days of receipt in accordance with invoice instructions. Bank charges for processing payments by credit card or wire transfer are not included in this Agreement and will be billed to County as an additional cost.
- **Section 4. City Agreement:** The parties acknowledge that VSU is also rendering services substantially similar to those hereunder to the City of Valdosta, Georgia, (hereinafter referred to as "City") under separate agreement. VSU may share the results of the Services hereunder with the City if the substantially similar results of the services rendered to the City are likewise shared with the County.
- **Section 5. Disclaimer of Warranty:** County acknowledges that VSU is an academic institution and, as such, may utilize collection, analytical, and/or other scientific methods that have not been accepted by standard setting organizations or certified by governmental agencies; provided, however, VSU shall endeavor to only use collection, analytical, and/or scientific methods reasonably designed to result in the information for which the

County has engaged VSU. RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO COUNTY, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VSU SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY COUNTY AS A RESULT OF COUNTY'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.

- Section 6. Liability: Each party will be responsible for any injury or property damage caused by negligence or other wrongful act or omission of its own employees, agents or independent contractors acting within the scope of employment and subject to such limitations as may be prescribed by applicable laws. Any liability of VSU will be governed by the laws of the State of Georgia, including but not limited to the Georgia Tort Claims Act and Georgia Workers' Compensation Act. Any liability of the County will be governed by the laws of the State of Georgia, including but not limited to the Georgia Constitution and Georgia Workers' Compensation Act.
- **Section 7. Title to Equipment, Supplies, and Materials:** VSU shall retain title to any equipment, supplies, and materials purchased for use under this Agreement.
- **Section 8. Rights in Data:** Ownership of results, reports, data, and other deliverables developed under this Agreement shall vest with the County. The County hereby grants to VSU a non-exclusive, royalty free, irrevocable license to use such results, reports, data, and other deliverables to fulfill its mission.
- **Section 9. Intellectual Property:** Title to any invention or discovery made by VSU personnel during the fulfillment of this Agreement shall vest with VSU, with County having first right to obtain a license under reasonable terms and conditions.
- **Section 10. Publicity:** Neither party will use the name of the other party in any publicity, advertising, nor news release without the prior written consent of the other which consent will not be unreasonably withheld, conditioned or delayed.
- **Section 11. Independent Contractor:** For the purposes of this Agreement, VSU is an independent contractor. Neither VSU nor any of its agents, servants, or employees shall become or be deemed to become agents, servants, or employees of County. VSU and all such agents, servants, and employees shall for all purposes be deemed to be employees of the State of Georgia, and this Agreement shall not be construed so as to create a partnership or joint venture between County and the State of Georgia or any of its agencies.
- Section 12. Modification of Agreement: County may, from time to time, require changes in the Statement of Work to be performed by VSU hereunder. Such changes, including any increase or decrease in the amount of VSU's compensation or time of performance, which are mutually agreed upon by the parties shall be incorporated by written amendment to this Agreement. Attachments 1 and 2 attached hereto are a part of this Agreement; other attachments shall not have any bearing on the responsibilities or liabilities or either party unless signed by both parties and specific reference is made to such attachments within the provisions of this Agreement.
- Section 13. Termination: Should a party breach or violate this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice specifying such breach or violation in reasonable detail to the breaching party should such breaching party not cure such breach or violation within such thirty (30) day period. In the event that this Agreement is terminated and, at the time of termination, VSU has rendered a portion of the Services for which it has not been paid, County shall reimburse VSU for such Services on a fair and equitable basis.

Section 14. Notices: All notices under this Agreement shall be deemed duly given, upon delivery, if delivered by hand or by electronic means, or three business days after posting, if sent by postage prepaid, Registered or Certified Mail, Return Receipt Requested, to an address set forth below:

COUNTY: VSU:

Name: Paige Dukes Name: Elizabeth Ann Olphie

Title: County Manager Title: Director

Address: 327 N. Ashley Street Address: Office of Sponsored Programs &

3rd Floor Research Administration
Valdosta, GA 31601 Valdosta State University
1500 North Patterson Street

Valdosta, GA 31698

Phone: 229-671-2440 Phone: 229-333-7837 FAX: 229-245-5222 FAX: 229-245-3853

eMail: cmanager@lowndescounty.com eMail: ewolphie@valdosta.edu

Section 15. Applicable Law: This Agreement shall be governed by the laws of the State of Georgia.

Section 16. Entire Agreement: This agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

Section 17. Amendment or Waiver: This Agreement may not be changed, waived, terminated (except as otherwise specified is Section 13), or discharged except in a writing signed by all parties hereto. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

Section 18. Assignment: No party hereto may assign all or any part of its rights or obligations under this Agreement without the prior written consent of the other party hereto; nor may any party subcontract any of its obligations or performance under this Agreement to any third party(ies) without the prior written consent of the other party hereto.

Section 19. Time of the Essence: Time is of the essence with respect to all provisions of this Agreement.

Section 20. Georgia Security and Immigration Compliance Act of 2006: The attached Attachment 2, "Contract Addendum – Georgia Security and Immigration Compliance Act of 2006," is an integral part of this Agreement, and the terms and conditions of which shall be performed and carried out by the parties as its terms provide.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement:

FOR COUNTY:		FOR VSU:	
Signature	Date	Signature	Date

Name: Bill Slaughter Name: Dr. Robert Smith

Title: Chairman, Lowndes County Board of Title: Provost & VP for Academic Affairs

Commissioners Valdosta State University

Attachment 1

Statement of Work:

VSU will provide the following services:

- Sample adult mosquito populations at seven (7) permanent locations (specified below) in unincorporated Lowndes County. Mosquitoes will be trapped three nights per week for approximately 35 weeks during the period of the contract.
- 2. Identify genus and species of mosquitoes collected from all locations.
- 3. Assay subsamples for mosquito-borne viruses. Virus isolation and identification will be carried out by the Southeastern Cooperative Wildlife Disease Survey (SCWDS), University of Georgia, and College of Veterinary Medicine. County will be notified immediately when viruses of public health concern are detected. Will process and ship approximately 800 mosquito samples based upon scientifically sound methodology for monitoring mosquito propagations and infection rates in unincorporated Lowndes County. When and where practical sampling will be divided evenly among the seven (7) locations.

Locations:

- 1. 1411 New Statenville Hwy, Valdosta
- 2. 4511 Briggston Rd., Valdosta
- 3. 3336 Brown Rd., Valdosta
- 4. 2781 Old Clyattville Rd., Valdosta
- 5. 4990 Hammock Tr., Lake Park
- 6. 410 East Main St., Hahira
- 7. 3215 Woodmen Cir., Valdosta

Deliverables:

VSU will provide written reports to Lowndes County and the Southern Georgia Regional Commission (SGRC) for GIS mapping no more frequently than weekly and no less frequently than every two weeks. Reports will summarize weekly mosquito counts and genus/species by location and will include results of virus testing as they become available from SCWDS.

Payment Schedule: Total Project Cost: \$ 54,079.73

<u>Service Dates</u>	Est. Invoice Date	<u>Amount Due</u>
July 1 – September 30, 2022	October 15, 2020	\$ 13,519.93
October 1, 2022 – December 3	31, 2022 January 15, 2021	\$ 13,519.93
January 1 – March 31, 2023	April 15, 2021	\$ 13,519.93
April 1 – June 30, 2023	June 15, 2021	\$ 13,519.94

Terms:

Net 30 days

LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Acceptance of FY23 Juvenile Justice Incentive Grant

DATE OF MEETING: July 12, 2022

Work
Session/Regula
r Session

BUDGET IMPACT: \$195,372 in CJCC Funding. All expenditures are reimbursed 100% so Lowndes County does not have to budget any funds towards this project.

FUNDING SOURCE:

(X)	CJCC Funding - \$195,372
()	Capital
()	N/A

() SPLOST () TSPLOST

COUNTY ACTION REQUESTED ON: Acceptance of FY 2023 Juvenile Justice Incentive Grant

HISTORY, FACTS AND ISSUES: At the Regular Session Meeting on April 26, 2022, the Board of Commissioners approved the grant application and authorized staff to submit a funding proposal to the Criminal Justice Coordinating Council (CJCC) on behalf of the Lowndes County Juvenile Court for the FY2023 grant cycle. This additional funding will be used to continue providing diversionary programs which were started in FY2014. As part of the application process, the Board of Commissioners entered into a Memorandum of Understanding with Evidence Based Associates (EBA) to utilize their services if funding for programs was awarded. Lowndes County was recently notified that their application had been selected for funding. EBA has submitted a service agreement which outlines the scope of work they will provide as well as administrative procedures such as billing. Upon approval of this agreement EBA will continue providing Functional Family Therapy Services to Lowndes County youths referred through the Lowndes County Juvenile Court system. Along with the Service Agreement, the Award Packet must be executed in order for the grant to be officially activated. For FY2023 Lowndes County was awarded \$195,372.00, in funding for these program services. This will allow the Court to provide services to 36 Lowndes County youths and their families. This grant program requires no matching funds on the part of Lowndes County but is funded on a reimbursement basis.

OPTIONS: 1. Accept FY 2023 Juvenile Justice Incentive Grant and authorize Chairman and staff to execute the Award Packet to include Service Agreement with Evidence Based Associates.

2. Board's pleasure

RECOMMENDED ACTION: Approve

<u>DEPARTMENT</u>: Emergency Management <u>DEPARTMENT HEAD</u>: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

CRIMINAL JUSTICE COORDINATING COUNCIL SPECIAL CONDITIONS

SUBGRANTEE: Lowndes County Board of Commissioners

PROJECT NAME: Juvenile Justice Incentive Grant

SUBGRANT NUMBER: Y23-8-020

SUBGRANT AWARD: \$195,372

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.

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.

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.

Initials _____

Initials

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.

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.

5.	The	subgrantee	agrees t	o abide	bу	Georgia	law	regarding	the	
	util	lization of	professi	onal cou	ınse	elors, so	ocial	workers,	and	marriage
	and	family ther	apists.	(O.C.G.A	A. §	43-10A-	-1, e	et. seq).		
	Init	ials								

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
	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 Criminal Justice Coordinating 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. Initials
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
	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 Criminal Justice Coordinating Council. 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

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

encumbered.

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 е

	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 2023 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 Criminal Justice Coordinating Council for consideration on a case-by-case basis.

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 and managed by the Criminal Justice Coordinating Council. Initials

Initials _____

33. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Criminal Justice Coordinating

	Council. 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 Criminal Justice Coordinating Council that the award be rescinded.
	Initials
35	. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council 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
37	Grantee acknowledges that funds provided under this grant award is state and federally-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than October 30, 2023. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by October 30, 2023 or risk losing access to those funds.
	Initials

 \underline{P} lease 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 : 7/12/2022

Attachment A-5

State of Georgia – Criminal Justice Coordinating Council Juvenile Justice Incentive Grant

Forms, Assurances, and Certifications

ACCOUNTING SYSTEM/INTERNAL CONTROL QUESTIONNAIRE Applies to All Applicants

SECTION A: ACCOUNTING SYSTEM			
			nting system? If the applicant is using a commercial accounting
package, attach a copy of the co	ver pag	e of the	run manual.
□Manual ⊠Au	tomated	d	☐ Combination
2. Is there a chart of accounts? If yes	s, pleas	e attach	a copy of the chart of accounts.
∑Yes □ No	ı		
3. Are the following books of accoun	ts main	tained?	Please check "yes" or "no".
Description	Yes	No	
General Ledger	Х		
Project Cost Ledger	Х		
Cash Receipts Journal	Х		
Payroll Journal	Х		
Accounts Receivable Ledger	Х		
Accounts Payable Ledger	х		
Purchase Journal	Х		
4. Donatha annation			
4. Does the accounting system adeq		dentity r	receipts and expenditures for each grant or contract?
5. Does the accounting system prov	de for r	ecording	g of expenses for each program by budget cost category?
□Yes ⊠No			
6. Are time distribution records ma	ntained	for eac	h employee to account for 100 percent of his/her hours?
Please attach a sample of a com	pleted t	ime she	eet.
∝Yes □No	į		
7. Are recording keeping duties for XYes No		eipts and	d the payment of cash separated?
		docume	ntation that gave rise to the transaction?

9. Are budgetary controls in effect to preclude incurring obligations in excess of total funds available for an award?

Yes

 \square No

	A-5 Forms, Assurances, and Certifications
10. Are budgetary controls in effect cost category?	et to precluding incurring obligations in excess of total funds available for a budget
	No
SECTION B: FUND CONTROL	
1. Is a separate bank account main Yes	
2. If federal grant/contract funds a funds and related costs and ex	
SECTION C: COMMENTS/EXPLANA	<u>TIONS</u>
SECTION D: CERTIFICATION	
I certify that the above information	is complete and correct to the best of my knowledge.
O: d	7/12/2022
Signature SOC Applicant Agency, Executive O	Date Officer
0'	7/12/2022
Signature SOC Fiscal Agent, Financial Officer	Date
(If fiscal agent is not the applicant	agency)

A-5 Forms, Assurances, and Certifications

NON-SUPPLANTING CERTIFICATION Applies to All Applicants

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

CERTIFICATION:

I certify that grant funds will not be used to supplant state or local funds that would otherwise be available for implementation of this grant program. I further certify that the program proposed in the grant application meets all the requirements of the applicable CJCC Request for Proposals; that all the information presented is correct; that there has been appropriate coordination with affected agencies; and that the applicant will comply with the provisions of the CJCC, all applicable federal and state laws, and the above-mentioned certification should a grant be awarded.

Authorizing Official:

7/12/2022
Signature Date

Applicant Agency Executive Officer

A-5 Forms, Assurances, and Certifications

SERVICE DELIVERY STRATEGY ACT COMPLIANCE CERTIFICATION Applies to Local Government Entities Only www.dca.servicedelivery.org

CERTIFICATION	V	
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١,	Chairman	Bill	Slaughter,	certify	that	Lowndes	County	is in	complia	nce	with	the	Service	Delivery	Strategy	/ Act
(ŀ	House Bill 4	89).	I also unde	rstand t	hat if	my count	y is not i	n con	npliance,	the	coun	ty an	nd city go	overnmer	nts conta	ined
h	erein are n	ot e	ligible to re	ceive st	ate a	dminister	edfinanc	cial as	ssistance	, grai	nts, l	oans	, or peri	mits.		

Authorizing Official:	
	7/12/2022
Signature County Commission Chairperson	Date

IMMIGRATION AND SECURITY FORM Applies to All Applicants

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the
Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the
sections below:
X Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-101 et.seq .
Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at https://www.visdhs.com/EmployerRegistration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-101 et.seq .
Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at https://www.visdhs.com/EmployerRegistration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-101 et.seq.
B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.
Authorizing Official:
7/12/2022
Signature Date Applicant Agency Executive Officer
Firm Name: Street/Mailing Address:

City, State, Zip Code: Telephone Number:

Email Address:

OTHER CERTIFICATIONS Applies to All Applicants

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

- 1. Any person associated with the program that has reasonable cause to believe that a child has been or is being abused, shall be required to report or cause report to be made with regard to the abuse as provided in O.C.G.A. 19-7-5.
- 2. Background investigations (Georgia Crime Information Center) are required on all persons with direct contact with children and youth. It is left to the discretion of the SOC governance partners to determine the methodology for completing these investigations.
- 3. Establish/enforce an Internet Security Policy when minor participants and/or staff have online access (supervised or unsupervised). This includes any technology provided by CJCC funding and technology used by participants during a CJCC-funded program.
- 4. The grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owed or leased or contracted for by the grantee and used routinely or regularly for the provision of healthy care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the grantee.

	7/12/2022
Signature	Date
Applicant Agency Executive Officer	

Authorizing Official:

ASSURANCES (Applies to All Applicants)

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

- 1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be
- 2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
- 3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
- 4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- 7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- 8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, . approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes 15. It will provide an Equal Employment Opportunity Program if any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster required to maintain one, where the application is for \$500,000 or more. assistance loan or grant, or any other form of direct or indirect Federal assistance.

- 10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
- 12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities, Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- 13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 14. In the event a Federal or State court or Federal or State administrative

agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

- 16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seg.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Authorizing Official:

7/12/2022

Signature Applicant Agency Executive Officer Date



U.S. Department of Justice Office of Justice Programs Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and	Place of Performance (Street address, city, county, state, zip code)					
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	Check □if there are workplaces on file that are not identified					
(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 *Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;	here. Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.					
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted	Check □if the State has elected to complete OJP Form 4061/7.					
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)					
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or	As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-					
other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).	A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and					
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice					
As the duly authorized representative of the applicant, I hereby certify that 1. Grantee Name and Address: Lowndes County Board of Commissioners 327 N. Ashley St. Vald 2. Application Number and/or Project Name						
Juvenile Justice Incentive Grant						
3. Grantee IRS/Vendor Number						
Typed Name and Title of Authorized Representative Bill Slaughter, Chairman						
5. Signature 6. Date						
7/12/2022						

INT DATE: 06/16/22 IS DOCUMENT 3A

CRIMINAL JUSTICE COORDINATING COUNCIL SUBGRANT ADJUSTMENT REQUEST FEDERAL GRANT

PAGE 1 OF 2

ADJ REQUEST #: 1

REQUEST DATE: 7/12/2022

UBGRANTEE: Lowndes County B	oard of Commiss	ioners SU	BGRANT #: Y23-8-020
ROJECT NAME: FY23 Juvenile	Justice Incent	ive Grant	
IATURE OF ADJUSTMENT: ark all that apply. djustments of each type	PROJECT PROJECT PROJECT	BUDGET	o To SECTION II o To SECTION III o To SECTION III
hown should be entered n the section indicated.			
UST BE JUSTIFIED AND EXPLAINED THOP			
SECTION I. REQUEST FOR BUDGE	r change - Just	IFY IN SECTION IV.	
CUR	RRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL \$	0		
EQUIPMENT	0	***************************************	
SUPPLIES	0		
TRAVEL	0		
PRINTING	0	···	
OTHER	195,372		
TOTAL \$	195,372		
Federal \$	195,372		
Match \$	0		
ECTION II. REQUEST FOR CHAN	IGE IN PROJECT 1	PERIOD - JUSTIFY IN SECTION	IV.
CURRENT GRANT PERIOD		REQUESTED GRANT PERIOD	FOR EXTENSION,
Start Date: 07/01/22 End Date: 06/30/23		Start Date:End Date:	# OF MONTHS:
NOTE: The maximum extension reques	t cannot exceed 12	months.	
	TIVES, AND/OR O	JECT OFFICIALS/ADDRESSES, POTHER NON-BUDGET, NON-PERIO	•

No Changes

INT DATE: 06/16/22 IS DOCUMENT 3A

ROJECT NAME:

CRIMINAL JUSTICE COORDINATING COUNCIL SUBGRANT ADJUSTMENT REQUEST FEDERAL GRANT

ADJ REQUEST #: 1

PAGE 2 of 2

REQUEST DATE: 7/12/2022

UBGRANTEE: Lowndes County Board of Commissioners

FY23 Juvenile Justice Incentive Grant

SUBGRANT #: Y23-8-020

ECTION 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 Changes

BMITTED BY:		Project Direc	ctor	7/12/2022
gnature of Financial Officer or Proj	Titl	Le	Date	
CC ROUTING AND APPROVALS:	Approval	Disapproval	Reviewer Signa	ture
Reviewed By:				
Authorized By:		***************************************	-	

LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Abandonment of a Portion of Boring Pond Lane

DATE OF MEETING: July 12, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Abandonment of a portion of Boring Pone Lane

HISTORY, FACTS AND ISSUES: In 2019, Lowndes County completed the paving of the Boring Pond Lane project. As part of the project, the new right-of-way was designed to remove two ninety degree turns. The portions of the former road right-of-way highlighted in yellow on the attached drawings are not part of the new right of way. For a section of a county road to be abandoned, Georgia statute requires an initial determination either (a) "that the section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it" or (b) "that its removal from the county road system is otherwise in the best public interest," or both. If the Board makes either or both of these determinations, the statute provides for notice to adjoining property owners, notice to the public by newspaper publication, and a public hearing. After the public hearing, the Board "may declare that section of the county road system abandoned."

OPTIONS: 1. Determine (a) that the highlighted section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it, or (b) that its removal from the county road system is otherwise in the best public interest, or both.

2. Redirect.

RECOMMENDED ACTION: Option 1

<u>DEPARTMENT</u>: Engineering <u>DEPARTMENT HEAD</u>: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

