

**BOARD OF COUNTY COMMISSIONERS  
 JASPER COUNTY, GEORGIA  
 REGULAR MEETING AGENDA  
 \*\*\*COMMISSIONER'S MEETING ROOM – GROUND FLOOR\*\*\*  
 MONTICELLO, GEORGIA  
 April 3, 2023  
 6:00 p.m.**

**\*\*\* The meeting will be live streamed Via Facebook on the Jasper County Georgia Facebook Page.**

<b>I. Call to Order (6:00 p.m.)</b>				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – SHEILA G. JONES, VICE-CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 2 – BRUCE HENRY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 3 – DON JERNIGAN, CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 4 – GERALD STUNKEL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 5 - STEVEN LEDFORD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**II. Pledge of Allegiance –**

**III. Invocation – District 2**

**IV. Approval of Agenda**

**V. Consent Agenda –**

1. Approval of Minutes:
  - February 27, 2023 – Work Session Minutes
  - March 6, 2023 - Regular Meeting Minutes
2. Check Register – Check #'s **67164 - 67407**

**VI. Public Hearing**

*Public Hearings are conducted to allow public comments on specific advertised issues such as rezoning, ordinances, policy development and other legislative actions to be considered by the County Commissioners. Following the public hearing, the Board of Commissioners will take action on each item presented below.*

**VII. Presentations/Delegations**

*(10) minutes on specific topics or for recognition of citizens, county employees or other events by the Commissioners.*

Jennifer Lassen, Executive Director – Monticello/Jasper County Chamber of Commerce

**VIII. Citizens Comments**

*The Citizens Comments section of the Agenda allows citizens who sign up to address the Commission for not more than three (3) minutes on specific topics. The County Attorney will keep time. Please be courteous of the 3 minute time limit. Comments noted from citizens via the Jasper County FB Page.*

**VIX. County Commissioner Items**

**X. Regular Agenda****Business Items:**

1. Jasper County Public Facilities Authority – Board Appointments
2. NEGRC Area on Aging 2023 American Rescue Plan (ARPA) Contract – Senior Center
3. Senior Center 2009 Ford E-350 Van Replacement Vehicle
4. Participation Forms for the New National Opioid Settlements
5. Recreation Department Football Fields Discussion
6. Landfill Operations Discussion
7. Schedule Work Sessions and Called Meetings As Needed

**XI. County Attorney Items****XII. County Manager Update****XIII. Executive Session**

Consultation with County attorney to discuss pending or potential litigation as provided by O.C.G.A. §50-14-2(1); Discussion of the future acquisition of real estate as provided by O.C.G.A. §50-14-3(4); and discussion on employment, compensation, or periodic evaluation of county employees as provided in O.C.G.A. § 50-14-3(6)

**XIV. Adjournment**

**Consent Agenda – Item 1:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** April 3, 2023

**Subject:** Approval of Minutes

**Summary:**

Minutes have been completed for the Jasper County Board of Commissioners:

- February 27, 2023 – Work Session Minutes
- March 6, 2023 - Regular Meeting Minutes

**Background:**

**Cost:** \$0

**Recommended Motion:**

**Approve minutes for:**

- February 27, 2023 – Work Session Minutes
- March 6, 2023 - Regular Meeting Minutes

**Jasper County Board of Commissioners**  
**February 27, 2023**  
**Work Session Minutes**  
**6:00 P.M.**

Chairman Jernigan called the Work Session to order at 6:00 p.m.

**Work Session:**

Mr. Ed Westbrook presented to information to the board for consideration regarding the Long Term Disaster Recovery Team. There is not anything currently set up to help residents in case of a disaster. The group can find specific help for citizens, negotiating on residents' behalf. They will assist in meeting unmet needs. They will:

- Look at the needs of each household
- Identify groups that can help
- Receive monetary donations to assist the households and raise money if possible
- Help residents with seeking guidance (spiritual and financial)
- Organize as a 501(c)3 and follow its own set of by-laws.

The committee members will be made of representatives from the county. They will serve as volunteers with no compensation. There will be no more than 9 voting members. They will need a proclamation from the Board of Commissioners recognizing this group. There is already a checking account open. Mr. Westbrook stated that he will not serve on the board.

Commissioner Ledford suggested that if people who are willing to serve have been identified we should ask that they are present at the March 6<sup>th</sup> meeting.

Chairman Jernigan declared the Work Session closed at 6:31 p.m.

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Don Jernigan, Chairman

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Sharon S. Robinson, Clerk

**Jasper County Board of Commissioners**  
**March 6, 2023**  
**Regular Meeting Minutes**  
**6:00 P.M.**

Chairman Henry called the meeting to order at 6:00 p.m.

Commissioners Present: Bruce Henry; Gerald Stunkel; Don Jernigan, Chairman; Sheila Jones, Vice-Chairman; and Steven Ledford.

Staff: Mike Benton, County Manager, Larissa Ruark, Chief Accounting Officer, and Adam Nelson, with Fleming Nelson Attorney Group

**Pledge of Allegiance:**

**Invocation:** Commissioner Sheila Jones, District 1.

**Agenda Approval:** Commissioner Henry motioned to add the purchase of the land for the Food Bank to the agenda. Chairman Jernigan seconded the motion, passed unanimously.

Commissioner Henry motioned to approve the agenda as amended. Commissioner Ledford seconded the motion, passed unanimously.

**Consent Agenda:**

Commissioner Ledford motion to approve the minutes for:

- February 6, 2023- Regular Meeting Minutes

Commissioner Henry seconded the motion, passed unanimously.

Commissioner Jones motioned to approve Check #s **66881-67163**. Commissioner Ledford seconded the motion, passed unanimously.

**Public Hearings:** Commissioner Ledford motioned to go into Public Hearing at 6:05 p.m. Commissioner Jones seconded the motion, passed unanimously.

1. A public hearing will be held on a Final Plat for Lakeview Estates, Phase 2, located off of Lloyd Street, Map & Parcel 031A 035. The request is to finalize the approved Preliminary Plat for a total of 10 lots on 21.98 acres.

No one stood in favor or opposition.

2. A Public Hearing will be held for Amendments to Part II, Code of Ordinances which include: Chapter 105 – Development Standards & Regulations, Sec. 105-28. – General definitions; Section 105-162 – Conservation Subdivision Design, subsection 3.C; and Chapter 119 – Zoning, Sec. 119-48 Conventional zoning districts; Sec. 119-95 Relationship between land use and zoning districts; Sec. 119-244 Development Standards; Sec. 119-269 Table of Permitted Uses; Sec. 119-196 R-2 Single-Family Residential District, Low Intensity; Sec. 119-197 R-1 Single-Family Residential District, Medium Density; Sec. 119-198 RL Residential Lake Districts; Sec. 119-199 V-P Village Plan Mixed-Use Residential District; Division 6 V-P Village Plan Mixed Use District Development Standards including Sec. 119-287 through Sec. 119-302; Sec. 119-347 Application of parking requirements; Sec. 119-348 Minimum requirements for off-street parking.

P & Z Director Judy Johnson read the new ordinance into the record (See attached.)

In Favor:

- Mary Patrick (Monticello)- Ms. Patrick begin by saying that she was against smaller lots. Chairman Jernigan advised Ms. Patrick that now is the time to speak if you are in favor of the ordinance amendment.
- Justin Owen (Highway 11 North, Chairman of P & Z Board)- Mr. Owens urged the board to accept the recommendation from the Planning & Zoning Board.
- Cathy Benson (Monticello)- Feel the ordinance should be approved as presented.
- John Henderson (Herd's Creek Road)- Mr. Henderson strongly ask and recommend that the ordinance is approved as presented. It's a good compromise
- James Belcher (Hillsboro)- Would like to recommend that the ordinance is accepted because it is a good compromise.

Commissioner Ledford motioned to close the Public Hearing at 6:23 p.m. Commissioner Jones seconded the motion, passed unanimously.

### Presentations/Delegations-

- **Long Term Recovery Group Discussion – Ed Westbrook** – Mr. Ed Westbrook presented to the board the need for Long Term Recovery Group. The group will assist in any disaster that a resident may experience. This will allow us to receive major donations during disasters as well. The group will have its own bi-laws and operate under a 501(c)3. There will be no more than 9 voting members. The Sheriff, Mr. Westbrook, and the Fire Chief will serve as advisors but not members of the board. Eight volunteers have been identified:
  - Louise Venables
  - Joseph Slicker
  - Londa Champion
  - Amy Stelzer
- **Long Term Recovery Group Proclamation-** Commissioner Ledford motioned to approve the Chairman to sign the proclamation to create the Long Term Recovery Group. Commissioner Henry seconded the motion, passed unanimously.

### Citizens Comments:

- **Jerry Wynn (Falcon Circle)** - Spoke about things that will be needed if R2 is allowed.
- **Sandra Carter (Monticello)** - Ms. Carter talked about the Day of Kindness and thanked those who participated.
- **Johnathan Fuss-** Mr. Fuss thanked the county manager and stated that the board should use logic and reason. He also suggested that the board work together as one.
- **Catherine Alexander (Hillsboro)** - Ms. Alexander expressed all the things she had to do in order to be at the meeting.
- **Jason Bunn (Bailey Road)** – Mr. Bunn asked Commissioner Stunkel and Commissioner Jernigan to step down.
- **Cathy Benson (Lakeshore Drive)** – Ms. Benson stated that she is against anything with smaller lots.
- **Linda Rudolph (Concord Road)** – Ms. Rudolph ask the board to keep their promised to the taxpayers
- **Jason Hawkins (Thompson Road)** –Mr. Hawkins stated that he feels like enough people have come forward against the R2 zoning.
- **Mary Patrick (Monticello)** – Ms. Patrick made mention about boards and the Commissioners that serve on the boards.
- **James Belcher (Hillsboro)** –Mr. Belcher stated that we need to come together as a county to create smart growth.
- **Wayne Cason (Seven Island Road)** – Mr. Cason encouraged citizens to not sit on their hands and get involved.

- **Chris Florence (Bailey Road)** – Mr. Florence stated that he hopes the board will accept the proposal from the P&Z board.

### **County Commissioner's Items**

**Commissioner Ledford**- None

**Commissioner Stunkel**- Commissioner Stunkel spoke about all of the accusations against him regarding R2 zoning. He reminded the crowd that when he ran for his seat he ran on the premise of the need for more housing options in Jasper County. He referenced his Commissioner's Facebook page where the post is still visible. He reminded the crowd that he did not have a legal reason to make the county aware that he was pursuing his Real Estate license.

**Commissioner Jernigan**- Commissioner Jernigan stated that to say that there is collusion going on is not true. He speaks to all of the commissioners individually all the time. We have to learn to get together and compromise.

**Commissioner Jones**- Commissioner Jones stated that the open records was a shock to her. She agrees that each district should have people appointed to all boards. She would love for all of us to come together as a county as a whole.

**Chairman Henry**- Commissioner Henry stated that the board needs to be transparent with each other when making decisions.

### **Business Items:**

**Item 1: FY23-001- Approval process for Phase 2 of Lakeview Estates:** Commissioner Ledford motioned to approve the FP23-001 for Phase 2 of Lakeview Estates. Commissioner Henry seconded the motion, passed unanimously.

**Item 2: Ordinance Amendment to the Development Regulations and Zoning Ordinance to update definitions and Residential Zoning Districts designations:** Chairman Jernigan made a motion to approve the amendment passed by the P&Z Board on February 16<sup>th</sup>, He also request the P&Z Director to revisit the size of houses that may be built on one acre or less. These lots are existing non-conforming lots of record. Commissioner Ledford seconded the motion, pass unanimously.

**Item 3: Renewal of 2023 Alcohol License for Bear Creek Marina Restaurant:** Commissioner Ledford motioned to approve the application number 2023-A-011 for Bear Creek Marina alcohol renewal. Commissioner Jernigan seconded the motion, passed unanimously.

**Item 4: Jasper County Recreation Board Appointment:** Mr. Johnson stated that he has worked with the school system and can be of assistance when it come field maintenance.

Commissioner Ledford motioned to appoint Jeremy Johnson to the Jasper County Recreation Board with his term ending October 2025. Commissioner Henry seconded the motion, passed unanimously.

**Item 5: 2022 & 2023 LMIG Project- Jackson Lake Road from SR 11 to SR 212- Bid Results:** Mr. Benton stated that we have combined LMIG projects for 2022 & 2023. The bid prices for 2022 came back extremely high.

Robert Jordan explained the current condition of the road; i.e. not same width and shoulder degradation. He stated that he thinks it was a good idea to hold off for a year. For the repairs there will be full-depth reclamation and the road will be made to be 22 ft. for the entire length of the repairs.

Commissioner Ledford motioned to award 2022 and 2023 LMIG Combined Funding Project to Pittman Construction Company in the amount of \$1,846,351.10. The difference of \$311,094.75 will come from 2018 SPLOST. Commissioner Henry seconded the motion, passed unanimously.

**Item 6: Public Works Right of Way Mower – Bid Results:** Mr. Walsh stated that they are down one mower. Seven bids were received. The one that is down is 18 years old. He recommends the mower from Atlantic Southern. There are some cheaper options but the delivery time is a lot longer.

Commissioner Ledford motioned to purchase the Bush hog 2815 Flex-Wing Rotary Cutter from Atlantic Southern in the amount of \$26,157.00 from impact fees. Commissioner Henry seconded the motion, passed unanimously.

**Item 7: Tree and Limb Debris Removal Services- Tornado Damage Area- Bid Results:** Mr. Benton stated that there is a huge range in bids. We would have to have really good reason to not go with the lowest bid if trying to get reimbursed from FEMA. The bids that were received are per cubic feet.

Commissioner Henry motioned to award the tree and limb debris removal services for the tornado damaged area bid to CTC- Custom Tree Care for the amount of \$5.98 per cubic yard. Commissioner Jernigan seconded the motion, passed unanimously.

**Item 8: Vehicle Quotes- Senior Center:** Ms. Brenda Jacobs presented quotes for a new Senior Center vehicle to replace the 2009 van. All of the vehicles that are quoted would meet the needs of the Senior Center.

Commissioner Henry motioned to approve the purchase of the 2012 Ford E-350 Chassis with 28,000 miles for \$58,400 funded by Fund Balance once the vehicle is looked at by a Public Works mechanic. If we have to go with a different vehicle it will need to come back before the board for discussion. The funding will come from Fund Balance. Commissioner Ledford seconded the motion, passed unanimously.

**Item 9: Monticello Post Office- Handicap Accessibility- Letter to US Senators and Rep.:** Commissioner Jernigan stated that he have problems going up and down the steps at the Monticello Post Office. He is suggesting that we write a letter to both Senators and Representative Collins to see what they can do to help get this remedied.

Commissioner Jernigan made a motion that we write a letter to both Senators and Representative Collins to address the need for an ADA compliant Post Office. We will suggest that City of Monticello writes a separate letter. If they do not prepare a letter we will suggest that they sign our letter. Commissioner Ledford seconded the motion, passed unanimously.

**Item 10: Application for Congressionally Directed Spending (CDS) Request for FY 2024- Recreation Park Improvements:** Mr. Benton stated that staff was ask to completing the CDS request. The grant is zero match.

Commissioner Henry motioned to approve the request to submit FY 2024 Congressional Directed Spending Request. Commissioner Jernigan seconded the motion, passed unanimously.

**Item 11: ACCG Georgia County Internship Program Grant Agreement:** Mr. Benton stated that we have had success in the past when we applied for this program. We put in a grant application and won it. This is a reimbursement grant.

Commissioner Jones motioned to authorize Chairman to sign the agreement for the Georgia County Internship Program Grant. Commissioner Ledford seconded the motion, passed unanimously.

**Item 12: Vehicle Quotes- County Manager Vehicle:** Chairman Jernigan motioned to approve the purchase of the 2023 Ford Explorer Stock# 23T140 for \$39,569 from Riverside Ford as the county manager vehicle. Commissioner Ledford seconded the motion, passed unanimously.



**Item 13: Human Resources and County Boards Report:** Ms. Sheila Belcher presented the Jasper County Human Resources and Board reports.

**Current Open Positions**

Deputy Clerk  
Code Enforcement Officer  
Operator I  
CDL Driver  
EMT  
Paramedics  
911 Dispatchers  
Public Works/Landfill Operator

**Terminations/Resignations**

Sheriff – 1  
Jail – 1  
Recreation – 1  
Planning & Zoning - 1

Total Employees = 160

Full-time = 109

Part-time = 51

**New Hires/Transfers**

Public Works – 2  
Recreation – Full-Time – 1  
Recreation – Part-Time - 1

**Upcoming Board Appointments Needed:**

Jasper County Recreation Board: 1  
Jasper County Public Facilities Authority - 4

**Item 15: Monticello Food Bank:** Commissioner Henry stated that the funding for the Food Bank has been released. He would like to us move the money in order to close on the land.

Mr. Ken Horton stated that we need to have on record the name that NEGRC have. To make sure that we are able to sign for the grant, find a closing attorney.

Commissioner Henry made the motion that we pull the \$77K plus any closing fee from fund balance, it will be reimbursed by the CDBG grant. Commissioner Ledford seconded the motion, passed unanimously.

**Item 14: Schedule Work Sessions and Called Meetings as Needed:** The commissioners decided that no additional Work Sessions are currently needed.

**County Attorney Items:** None

**County Manager Update:** Mike Benton gave an updated of the numbers for building permits for the current year in comparison to the past year.

**Executive Session:**

None

**Adjourn:** Commissioner Ledford motioned to adjourn the meeting at 8:09 p.m. Commissioner Henry seconded the motion, passed unanimously.

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Don Jernigan, Chairman

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Sharon Robinson, Clerk

**Consent Agenda – Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** April 3, 2023

**Subject:** Approval of Check Register

**Summary:**

A check register will be generated by the finance department on meeting day for signature and approval to process the checks.

**Background:**

Cost: \$0

**Recommended Motion:**

Approve processing of check #'s **67164 - 67407**

**Business Item 1:**

**Agenda Request – Jasper County BOC**

**Department:** Public Facilities Authority

**Date:** April 3, 2023

**Subject:** Jasper County Public Facilities Authority – Board Appointments

Jasper County’s Public Facilities Authority was established by the Jasper County Board of Commissioners and approved by act by the Georgia General Assembly. The Public Facilities Authority is comprised of five (5) members who shall be residents of Jasper County and who shall be appointed by the Board of Commissioner of Jasper County. The members of the Authority shall be appointed to serve for a term of one (1) year from the date of such appointment and until their successors have been selected and appointed.

The Board of Commissioners staff advertised for applicants for the Public Facilities Authority Board. The Board needs to appoint a Commissioner Representative and 3 citizens.

The following persons have submitted application to serve on the Jasper County Public Facilities Board:

Don Jernigan  
Hal Harris  
James Thiele  
William Nash  
Howard Fore, Jr.

**Background:**

The Jasper County Public Facilities Authority was created for the purpose of promoting the public good and wellbeing of the citizens of Jasper County. The Authority has the ability to enable financing to provide long term capital projects including facilities, equipment and services within Jasper County.

**Cost:**

**Recommended Motion:**

Board’s Discretion

# JASPER COUNTY BOARD OF COMMISSIONERS

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126 W. Greene St. Ste. 18, Monticello, GA 31064

706-468-4900

[www.jaspercountyga.org](http://www.jaspercountyga.org)



## APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

NAME William Donald Ternigan

ADDRESS 61 Flicker Ct.

Monticello, GA 31064

TELEPHONE (home) 706-468-9363

(Cell) 404-401-1378

Email address eddonjan@bellsouth.net

  
Signature

3-24-2023  
Date

**\*This application should be submitted to the Jasper County Board of Commissioners, email: [srobinson@jaspercountyga.org](mailto:srobinson@jaspercountyga.org)**

**US Mail: Jasper County Board of Commissioners, ATTN: Sharon S. Robinson (use address above) Any additional information may be included on a separate page.**

**NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.**

Applicant Name: William D. Jernigan

Date: 3-24-2023

I would like to apply for appointment to the following Board, Committee, or Authority:

PFA

How long have you been a resident of Jasper County?

23 years

Which Jasper County district do you live in?

     (1)           (2)       (3)           (4)           (5)

What qualifications, experience, and certifications do you possess that should be considered for the Board, Committee, or Authority you are seeking appointment on?

I have experience in government. I have also  
serviced on several boards since moving to  
Jasper county.

Recreation Board, Senior Citizen Board, Save  
Jasper Memorial Hospital, Board of Commissioners &  
Turtle Cove P.O.A. Board.

Are you currently serving on another Board, Committee, Authority or elected position?

Yes           NO      If Yes, please list.

Board of Commissioners, Public Health Board

Would there be any possible conflict of interest between your employment, your family, or your serving on the Board, Committee, or Authority you are seeking appointment on?

     Yes       NO      If Yes, please explain.

What is your vision for the county's future in relation to the Board, Committee, or Authority you are seeking appointment on?

I would like to see the county provide a better life for its citizens.

Explain your understanding of the duties of this Board, Committee, or Authority:

To help the board of commissioners get financial help to provide services for Jasper County.

Briefly explain why you seek appointment to this Board, Committee, or Authority:

I have served on this board for the past year and would like to see the next project finished.

Are you in any way related to a County Elected Official or County Employee? If so, please describe.

NO

If appointed, I agree to serve and participate in required and or voluntary training.  Yes  No

William D. Jay  
Signature

3-24-2023  
Application Date

# JASPER COUNTY BOARD OF COMMISSIONERS

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126 W. Greene St. Ste. 18, Monticello, GA 31064

706-468-4900

[www.jaspercountyga.org](http://www.jaspercountyga.org)



## APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

NAME Hal Harris

ADDRESS 399 old Agateville Road Hillsboro GA 31038

TELEPHONE (home) \_\_\_\_\_

(Cell) 404-277-8057

Email address hal@samplebook.com

Hal Harris  
Signature

3 -15-23  
Date

**\*This application should be submitted to the Jasper County Board of Commissioners, email: [srobinson@jaspercountyga.org](mailto:srobinson@jaspercountyga.org)  
US Mail: Jasper County Board of Commissioners, ATTN: Sharon S. Robinson  
(use address above) Any additional information may be included on a separate page.**

***NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.***

**Applicant Name:** Hal Harris

**Date:** 3-15-23

**I would like to apply for appointment to the following Board, Committee, or Authority:**

Public Facilities Authority

**How long have you been a resident of Jasper County?**

49 years

**Which Jasper County district do you live in?**

(1)     (2)     (3)     (4)     (5)

**What qualifications, experience, and certifications do you possess that should be considered for the Board, Committee, or Authority you are seeking appointment on?**

I am a business owner in Jasper county and currently serve on the JPA

**Are you currently serving on another Board, Committee, Authority or elected position?**

Yes     NO    If Yes, please list.

Jasper County Public Facilities Authority

**Would there be any possible conflict of interest between your employment, your family, or your serving on the Board, Committee, or Authority you are seeking appointment on?**

Yes     NO    If Yes, please explain.



**What is your vision for the county's future in relation to the Board, Committee, or Authority you are seeking appointment on?**

I would like to help the county continue to grow and develop in a positive manner.

**Explain your understanding of the duties of this Board, Committee, or Authority:**

The JCPFA responsibility is to provide financing for projects for the various government within Jasper county

**Briefly explain why you seek appointment to this Board, Committee, or Authority:**

Having already served two years, I would like to help the county move forward with projects we have gotten started.

**Are you in any way related to a County Elected Official or County Employee? If so, please describe.**

NO

If appointed, I agree to serve and participate in required and or voluntary training.  Yes  No

Hal Harris

Signature

3-15-23

Application Date

# JASPER COUNTY BOARD OF COMMISSIONERS

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126 W. Greene St. Ste. 18, Monticello, GA 31064

706-468-4900

[www.jaspercountyga.org](http://www.jaspercountyga.org)



## APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

NAME James Thiele

ADDRESS 1720 GA HWY 16 West, Monticello, GA 31064

TELEPHONE (home) \_\_\_\_\_

(Cell) 678.439.6660

Email address thielejet2020@gmail.com

3.27.2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**\*This application should be submitted to the Jasper County Board of Commissioners, email: [srobinson@jaspercountyga.org](mailto:srobinson@jaspercountyga.org)  
US Mail: Jasper County Board of Commissioners, ATTN: Sharon S. Robinson  
(use address above) Any additional information may be included on a separate page.**

**NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.**

**Applicant Name:** \_\_\_\_\_ Thiele, James \_\_\_\_\_

**Date:** \_\_\_3.27.2023\_\_\_

**I would like to apply for appointment to the following Board, Committee, or Authority:**

Public Facilities Authority

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**How long have you been a resident of Jasper County?** 9 years

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**Which Jasper County district do you live in?**

\_\_\_\_ (1)      \_\_\_\_ (2)        X   (3)      \_\_\_\_ (4)      \_\_\_\_ (5)

**What qualifications, experience, and certifications do you possess that should be considered for the Board, Committee, or Authority you are seeking appointment on?**

Having served already on the Facilities Authority, I am comfortable the role and the responsibilities – and my ability to help add value. With my West Point education and business experience, I excel at balancing the ‘wish list’ with needed priorities with available resources.
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**Are you currently serving on another Board, Committee, Authority or elected position?**

\_\_\_ Yes    \_\_\_ NO    If Yes, please list.

  X   Currently serving on the Public Facilities Authority

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**Would there be any possible conflict of interest between your employment, your family, or your serving on the Board, Committee, or Authority you are seeking appointment on?**

\_\_\_ Yes      X   NO    If Yes, please explain.

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**What is your vision for the county's future in relation to the Board, Committee, or Authority you are seeking appointment on?**

The purpose of the Public Facilities Authority is to provide long term funding options for capital-intensive projects that support the County over a long term. My vision is that the PFA will review, approve, and fund those projects that have the highest value to the County citizens. Tough decisions are often required and the PFA must step up to ensure the value is realized from the limited number of projects available to fund.

**Explain your understanding of the duties of this Board, Committee, or Authority:**

To execute the duties of the PFA, authority members must review all projects and requests for funding – then discuss the options to ensure that the cost versus the benefits warrant funding through the issuance of municipal bonds.

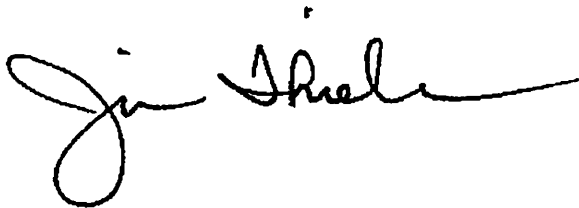
**Briefly explain why you seek appointment to this Board, Committee, or Authority:**

I want to serve the County and help ensure our long term growth and fiscal security.

**Are you in any way related to a County Elected Official or County Employee? If so, please describe.**

NO

If appointed, I agree to serve and participate in required and or voluntary training.  Yes  No



3/28/2023

Signature

Application Date

**APPLICATION FOR APPOINTMENT  
JASPER COUNTY PUBLIC FACILITIES AUTHORITY**

Jasper County's **Public Facilities Authority** was established by the Jasper County Board of Commissioners and approved by act by the Georgia General Assembly. The Public Facilities Authority is comprised of five (5) members who shall be residents of Jasper County and who shall be appointed by the Board of Commissioner of Jasper County. The members of the Authority shall be appointed to serve for a term of one (1) year from the date of such appointment and until their successors shall have been selected and appointed.

Meetings are held quarterly with additional meetings scheduled on an as-needed basis. Said meetings take place at the Jasper County Courthouse, 126 W. Greene St. Monticello, Georgia.

Please take a few minutes to complete the application and return it with a resume, if available, to Sharon Robinson, County Clerk, at [srobinson@jaspercountyga.org](mailto:srobinson@jaspercountyga.org) or 126 W. Greene St. Ste. 18, Monticello, GA 31064

If you have any questions, please call (706) 468-4900.

*NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.*

Name **WILLIAM (BILL) H. NASH, JR.**  
Address **559 CHICKADEE CT., MONTICELLO, GA 31064**

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Telephone (Home) **NA**  
(Cell) **404-925-2544**

Email Address **whnashjr@gmail.com**

  
\_\_\_\_\_  
Signature

15 MAR 2023  
Date

## APPLICATION FOR APPOINTMENT

1. How long have you been a resident of Jasper County? 7-1/2 yrs

2. Why are you interested in serving on the Public Facilities Authority?

**I have served on the JC PFA as secretary for the past 23 months. I would like to continue in that role. I think the PFA could benefit from the PFA process knowledge that I have accumulated over the past year.**

3. What qualifications and experience do you possess that should be considered for appointment to the Public Facilities Authority?

**By profession I am a planner. I worked for 44 years as an architect helping businesses and governmental agencies figure out the best ways to turn needs into construction solutions. Clients have included the DOD, GSA, USDA, CDC, FAA, UGA, Ga Army National Guard, GA DOC, Bayer Crop Science, Lockheed-Martin, BASF, and others. Work for many of those clients included coordination with transportation, zoning, fire, water, and sewer departments. I believe my background in planning the best ways to meet needs will be of value on the PFA.**

4. List your recent employment experiences to include name of company and position

**From 1998-2019 I worked as Senior Architect, Project Manager, and Architecture Department Head for the Macon Branch office of Clark Nexsen.**

5. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

**I serve on the Jasper County Planning and Zoning Commission**

**I am Project Manager with Clark Nexsen, Architect for the future Jasper County Community Food Bank**

6. Are you willing to attend seminars or continuing education classes at the county's expense?

**Yes**

7. What is your vision of the county's future related to the duties of the Public Facilities Authority?

**I see a county that plans for a future with adequate arterial roads, water and sewer systems, fire stations, zoning, schools, jails, parks, recreation, and libraries. I think that the PFA can foster a high quality of life in Jasper County that comes from anticipating these needs vs. reacting to crises.**

8. **Would there be any possible conflict of interest between your employment or your family and you serving on the Public Facilities Authority?**

**No**

9. **Are you in any way related to a County Elected Official or County employee? If so, please describe.**

**No**

10. **Describe your current community involvement.**

**Volunteer at Jasper County Community Food Bank**

**Project Manager with Clark Nexsen, Architect for the future Jasper County Community Food Bank**

**Sunday School Teacher at Monticello First United Methodist Church**

**Board Member, Jasper County Planning and Zoning Commission**

# JASPER COUNTY BOARD OF COMMISSIONERS



126 W. Greene St. Ste. 18, Monticello, GA 31064

706-468-4900

[www.jaspercountyga.org](http://www.jaspercountyga.org)

## APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: HOWARD I. FORE, JR Home Phone: 1 cell phone  
Address: 769 Magnolia Street Work Phone: N/A  
Occupation: Retired Cell Phone: 706 224 3278  
E-mail: hfore @ bellsouth.net

I would like to apply for appointment to the following Board, Committee, or Authority:

Jasper County Public Facilities Authority Board  
Citizen volunteer.

How long have you been a resident of Jasper County?

18 years

Which Jasper County district do you live in?

X (1)    \_\_\_ (2)    \_\_\_ (3)    \_\_\_ (4)    \_\_\_ (5)

What qualifications, experience, and certifications do you possess that should be considered for the Board, Committee, or Authority you are seeking appointment on?

I have a B.S. degree in Biology and a minor in Chemistry

Masters in Science Education and a LG in Educational Admin.

I was Principal of JCHS for 11 years and I have seen the hardships that parents and students go through in the County.

Are you currently serving on another Board, Committee, Authority or elected position?

\_\_\_ Yes    X NO    If Yes, please list.

Would there be any possible conflict of interest between your employment or your family, and your serving on the Board, Committee, or Authority you are seeking appointment on?

\_\_\_ Yes    X NO    If Yes, please explain.



What is your vision for the county's future in relation to the Board, Committee, or Authority you are seeking appointment on?

No matter what the level, we must all work together to improve the county for our citizen. It may include more activities for senior citizen or teenagers. We just need to work for the betterment of our county.

Explain your understanding of the duties of this Board, Committee, or Authority:

The Authority was created for the purpose of promoting the public good and wellbeing for our citizens. The Authority is suppose to be able to provide financing for long term capital projects, equipment and other services.

Briefly explain why you seek appointment to this Board, Committee, or Authority:

I want to be of service to the community. To help improve services and facilities for our citizen. However, I may be of service is my purpose.

Are you in any way related to a County Elected Official or County Employee? If so, please describe.

NO

If appointed, I agree to serve and participate in required and or voluntary training.  Yes  No

Howard Jr Jr  
Signature

3/27/23  
Application Date

**\*This application should be submitted to the Jasper County Board of Commissioners, Attn: Sharon S. Robinson, Clerk. Any additional information may be included on a separate page.**

**NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.**

**Business Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Senior Center

**Date:** April 3, 2023

**Subject:** NEGRC Area on Aging 2023 American Rescue Plan (ARPA) Contract – Senior Center

**Summary:**

In order to follow the Older Americans Act as a contractor for service delivery of Title 3B Supportive Services, Title 3C-1 Congregate Meals, and Title 3C-2 Home Delivered Meals, the Jasper County Senior Center is requesting that the Board of Commissioners approve to receive funds in the amount of \$39,287.88 from the American Rescue Plan Act of 2021.

In addition, the Jasper County Senior Center will ensure accurate data collection into the DAS Data System and maintain appropriate/accurate financial tracking and recording keeping of all allocated funds from ARPA—American Rescue Plan Act of 2021.

**The breakdown of funding is as follows:**

• ARPA Congregate Meals CMC6; \$9.57:	\$ 7,619.99
• ARPA Home Delivered Meals HDC6; \$9.15:	\$ 24,176.89
• ARPA Supportive Services SSC6; \$2.55:	\$ 7,500.00
	-----
<b>Total ARPA Funding:</b>	<b>\$ 39,287.88</b>

**Background:**

The American Rescue Plan Act (**ARPA**)—signed into law 2021, provided funding to the Older Americans Act (OAA). This funding provides funding for meals, caregiver services, wellness services, supportive services; COVID19 vaccinations outreach, including education, communication, transportation, and other activities to facilitate vaccinations of older individuals.

In addition, funding is also included to address isolation among older individuals, including activities for investments in technological equipment and solution strategies aimed at alleviating negative health effects of social isolation due to long-term stay-at-home recommendations for older individuals for the duration of the COVID-19 public health emergency.

**Cost:**

**Recommended Motion:**

**Authorize Chairman to execute the Contract**

MEMORANDUM

TO: DON JERNIGAN, CHAIRPERSON  
JASPER COUNTY BOARD OF COMMISSIONERS

FROM: MICHELE KELLEY, ASSISTANT AAA DIRECTOR  
NORTHEAST GEORGIA REGIONAL COMMISSION  
AREA AGENCY ON AGING

DATE: March 7, 2023

SUBJECT: FISCAL YEAR 2023 AMERICAN RESCUE PLAN (ARPA) CONTRACT

Attached for your review and signature is your SFY 2023 American Rescue Plan (ARPA) contract with the Northeast Georgia Regional Commission. This contract is for the period of January 1, 2023, through September 30, 2024.

Please review it carefully and sign all of the designated pages. Please return the signed contract to me via e-mail. Once I get all the signatures, I will send you an executed contract back.

If you have any questions or concerns, please call me at 706-583-2546 Ext. 102 or by e-mail at [mkelley@negrc.org](mailto:mkelley@negrc.org).

As always, thank you for partnering with the RC/AAA to provide aging services to Northeast Georgia's elderly and disabled.

Attachments

## **AGING SERVICES**

**CFDA#: 93.044** American Rescue Plan for Supportive Services under Title IIIB of the OAA  
**CFDA#:93.045** American Rescue Plan for Congregate Meals under Title III-C1 of the OAA  
**CFDA#:93.045** American Rescue Plan for Home Delivered Meals under Title III-C2 of the OAA

### **CONTRACT**

THIS CONTRACT entered into THIS 1<sup>st</sup> day of January 2023 by and between the **Northeast Georgia Regional Commission, through its Area Agency on Aging Division** (hereinafter referred to as NEGRC) and **Jasper County Board of Commissioners** (hereinafter referred to as the CONTRACTOR).

### **WITNESSETH**

**WHEREAS**, the American Rescue Plan, signed into law on March 11, 2021, provided the funding to carry out the Older Americans Act (OAA). The law provides funding for meals; caregiver services; wellness services; supportive services; efforts related to COVID-19 vaccinations outreach, including education, communication, transportation, and other activities to facilitate vaccinations of older individuals; and prevention and mitigation activities related to COVID-19 focused on addressing extended isolation among older individuals, including activities for investments in technological equipment and solutions or other strategies aimed at alleviating negative health effects of social isolation due to long-term stay-at-home recommendations for older individuals for the duration of the COVID-19 public health emergency.

**WHEREAS**, funds expended from the American Rescue Plan are to respond to the Coronavirus Emergency by providing OAA services related to the emergency. Funds must be expended on allowable OAA activities as defined by the OAA and the Georgia Department of Human Services (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the funding agencies); and

**WHEREAS**, the CONTRACTOR desires to render such services in connection with the program and in accordance with the provisions of said federal laws, warrants that it possesses the capabilities to satisfactorily render such services; and

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

## **ENGAGEMENT OF THE CONTRACTOR**

The CONTRACTOR hereby agrees to provide the delivery of meals to elderly and/or disabled persons in the Northeast Georgia Planning and Service Area.

## **TIME OF PERFORMANCE**

The effective date of this Contract is January 1, 2023. All services required hereunder shall be completed on or before September 30, 2024, unless terminated earlier under other provisions of this contract.

## **SCOPE OF SERVICES**

The CONTRACTOR will provide the services/deliverable as stated in Annex A in this contract.

## **COMPENSATION**

The CONTRACTOR agrees to enter service delivery services in the DAS Data System and to submit programmatic forms, such as Service Logs (HCBS Logs, Activity Logs, and Reports showing services paid by all fund sources) to the NEGRC no later than the 5<sup>th</sup> working day following the end of each month during the term of this contract.

The funding is 100% Federal funding and does not have a match requirement.

## **ASSIGNMENT AND AMENDMENT**

This Contract is not assignable in whole or in part. NEGRC reserves the right to reduce unilaterally the Contract amount, milestone quarterly payment point amounts, and number of participant's slots/service units, and reallocate money and slots to other contractor(s) when a review shows that the CONTRACTOR has not met its obligations.

## **FORMAL COMMUNICATIONS**

- A. All communications regarding this Contract from the CONTRACTOR to NEGRC shall be addressed in writing to the NEGRC Aging Director by the person executing this Contract on behalf of the CONTRACTOR, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.
- b. The CONTRACTOR shall mail all correspondence, reports, and other matter relating to this Contract to:

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

- c. All communications regarding this Contract from the NEGRC to the CONTRACTOR shall be addressed in writing to the Jasper County Board of Commissioners Chairperson by the person executing this Contract on behalf of the NEGRC, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.
- d. NEGRC shall mail all correspondence, reports, and other matter relating to this Contract to:

Jasper County Board of Commissioners  
126 West Greene Street, Suite 18  
Monticello, Georgia 31064  
Attn: Don Jernigan  
Telephone #: 706-468-4900  
Fax Number: 706-468-4942  
E-mail: [djernigan@jaspercountyga.org](mailto:djernigan@jaspercountyga.org)

## **CONTRACT DISPUTES**

Except as otherwise provided in this Contract, any dispute concerning a question of act arising under this Contract shall first be addressed to the Aging Director as specified above. Should it not be disposed of by agreement then the CONTRACTOR may petition the Executive Director of NEGRC in writing for further consideration. The Executive Director of NEGRC shall mail his decision to the CONTRACTOR. The decision shall be final and conclusive, unless within thirty days of the date of receipt of the decision the CONTRACTOR mails or otherwise furnishes to NEGRC written appeal. In the case of an appeal, the CONTRACTOR shall adhere to NEGRC's grievance procedures.

## **NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS**

- A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, GA Department of Human Services rules and regulations and the NEGRC's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

- B. NONDISCRIMINATION IN SERVICE PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, GA Department of Human Services rules and regulations, and the NEGRC's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
  
- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
  
- D. The CONTRACTOR agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

**CONFIDENTIALITY OF AND ACCESS TO CLIENT RECORDS**

The CONTRACTOR agrees to protect client information records, according to the following minimum requirements:

- a. No information about a client, or obtained from a client shall be disclosed in a form that identifies the person without the informed consent of the person or of his legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal or NEGRC personnel.
- b. Only authorized personnel as designated by the NEGRC shall have access to confidential client records;
- c. Confidential client records shall be maintained in secure, locked areas when not in use by authorized personnel if applicable; access to client information maintained in electronic information systems shall be limited through accepted security access practices, including, but not limited to password protections.
- d. CONTRACTOR is responsible for arranging for and ensuring that all electronic systems have and use individual passwords to access the systems. Passwords may not be shared.
- e. CONTRACTOR is not required to disclose to the public such information as is exempt from

disclosure under the Federal Freedom of Information Act, as amended.

The NEGRC will conduct desk reviews, of fiscal (expenditures) and programmatic performance for all service providers and shall furnish formal, written feedback of performance status, and any required corrective action, at least quarterly, or more often as indicated, and at year end.

#### **RECORDS RETENTION**

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

#### **INSPECTION OF WORK PERFORMED**

The NEGRC and the Georgia Department of Human Services or its authorized representatives shall have the right to enter into the premises of the CONTRACTOR and/or all subcontractors or any places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this contract.

#### **CONFLICT OF INTEREST**

The CONTRACTOR certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect. The CONTRACTOR agrees to notify the NEGRC within one (1) calendar day of the determination that a conflict of interest has occurred.

#### **RIGHT TO SUSPEND CONTRACT**

The NEGRC reserves the right to suspend the contract/subgrant in whole or in part. In the event that the NEGRC and the Georgia Department of Human Services in its sole discretion initiates an investigation into the performance and delivery of services or in good faith determines that there is a likelihood that the CONTRACTOR is failing to comply with the quality of services or the specific completion schedule of its duties and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, in the programmatic performance or service delivery.



## **TERMINATION**

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

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

## **COOPERATION IN TRANSITION OF SERVICES**

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

## **SUBCONTRACTS**

The CONTRACTOR hereby agrees to be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract. The CONTRACTOR agrees to reimburse the NEGRC and the GA Department of Human Services for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor.

**The CONTRACTOR hereby agrees to conduct an annual face-to-face monitoring of all subcontractors, including food vendors.**

The CONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The CONTRACTOR's failure to proceed against a subcontractor will constitute a separate breach by the

CONTRACTOR in which case the NEGRC and the GA Department of Human Services may pursue appropriate remedies as a result of such breach.

### **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS**

- A. The CONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- B. The CONTRACTOR is responsible to ensure that subcontractors are appropriately licensed.
- C. The CONTRACTOR agrees to notify the NEGRC and the GA Department of Human Services in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by state or federal laws. The CONTRACTOR agrees that if it loses or has sanctioned with regard to any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

### **PUBLICITY**

CONTRACTOR must ensure that any publicity given to the program or services provided herein identifies the NEGRC and the Georgia Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the CONTRACTOR. Prior written approval for the materials must be received from the NEGRC and the Georgia Department of Human Services. All media and public information materials must also be approved by the Georgia Department of Human Services Office of Communications. In addition, the CONTRACTOR shall not display the NEGRC or the Georgia Department of Human Services' name or logo in any manner, including, but not limited to, display on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the NEGRC and the Georgia Department of Human Services.

### **INDEMNIFICATION**

CONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, the Department of Administrative Services ("DOAS"), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs or expenses and attorneys' fees caused by growing out of, or otherwise happening in connection with this contract due to any act or omission on the part of the CONTRACTOR, its agents, employees, subcontractors, or others working at the direction of CONTRACTOR or on Contractor's behalf; or due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by CONTRACTOR; (collectively, the "Indemnity Claims").

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

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

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

Except as otherwise provided, nothing in this contract shall limit CONTRACTOR's indemnification liability arising from claims brought by any third party against the NEGRC, Georgia Department of Human Services and the state.

#### **DRUG-FREE WORKPLACE**

- A. If CONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If CONTRACTOR is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
  - 1. A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and
  - 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3".
- C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

1. The CONTRACTOR has made false certification hereinabove; or
2. The CONTRACTOR has violated such certification by failure to conduct the requirements of Official Code of Georgia Annotated Section 50-24-3.

#### **FEDERAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING**

- A. Pursuant to 31 US Code § 1352 Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, §§ 319 of Public Law 101-121, the CONTRACTOR agrees that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding one-hundred thousand (\$100,000), the CONTRACTOR shall file with the NEGRC a signed "Certification Regarding Lobbying," attached hereto as **Annex E**, Certification Regarding Lobbying.
  3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
  4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by CONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:

- a. A cumulative increase of twenty-five thousand (\$25,000) or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

B. CONTRACTOR further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. CONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

D. Penalties:

1. Any CONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required shall be subject to civil penalty of not less than \$10,000 for each such expenditure.
2. An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
3. The CONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## CRIMINAL HISTORY INVESTIGATIONS

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

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

- B. Pursuant to O.C.G.A. 49-2-14, the CONTRACTOR, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, will notify the NEGRC and GA Department of Human Services if the applicant is eligible or not eligible to provide services. If it is determined that the applicant is not eligible to provide services to the NEGRC or GA Department of Human Services, said applicant will not be eligible to provide services to the NEGRC under any circumstances. The CONTRACTOR will keep the reports on file for review during annual monitoring by NEGRC Staff.

## AIDS POLICY

- A. CONTRACTOR agrees, as a condition to provision of services to the NEGRC's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient that may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The CONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or NEGRC, as the CONTRACTOR deems necessary. The CONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the

NEGRC as applicable to the specific programs and as provided to the board by the program division.

## **DEBARMENT**

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Contractor certifies by signing **Annex F** that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

## **LIABILITY**

The CONTRACTOR hereby accepts liability for all aspects of the program operated hereunder, including the repayment of any disallowed costs. The CONTRACTOR, shall indemnify, hold harmless, and defend NEGRC from all loss, cost, expense, and attorney's fees arising out of any demand, claim, or suit of any kind or character whatsoever arising out of the conduct of the CONTRACTOR its employees or agents while carrying out activities under this Contract. If the CONTRACTOR refuses or neglects to defend any such demand, claim, or suit, the NEGRC may defend, adjust, or settle such demand, claim, or suit, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the CONTRACTOR. The CONTRACTOR agrees to give NEGRC prompt written notice of any demands, claims, or suits made against the CONTRACTOR or NEGRC, or of any circumstances which the CONTRACTOR reasonably believes may give rise to such a demand, claim or suit as soon as practicable after it becomes known to the CONTRACTOR.

## **SECTION II SPECIAL TERMS AND CONDITIONS**

### **NEGRC AND CONTRACTOR AGREEMENTS**

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

NOW THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The CONTRACTOR hereby agrees:

1. That the approved budget(s) for all fund sources or programs are attached hereto as **Annex C**, Budget Fund Source Summary and **Annex D**, Budget Service Summary. That a summary of

service delivery sites for each fund source or program and the quantity of the specific services to be provided are attached hereto as **Annex B**, Program Performance Report by Provider. The CONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of services to be provided, or numbers of persons to be served will be made without prior written approval of NEGRC.

2. All activities will be entered into the DDS by the 5<sup>th</sup> working day of each month in order to give the NEGRC Staff time to check programmatic and complete financial data entry by the 15<sup>th</sup> working day of each month. Entering dates and times other than when services were rendered are not acceptable. If a provider has a specific need to enter data after the 15<sup>th</sup> working day of a particular month, then a written request must be made to the NEGRC/AAA and DHS DAS for a temporary waiver and written permission is needed to receive reimbursements for such late data entry. No permission will be comprehensive or on-going.
3. To participate in programmatic and fiscal monitoring's conducted by the NEGRC. NEGRC Staff will use the Division of Aging Review Guides to monitor service programs. The guides are located at [www.odis.dhs.ga.gov/Main/Default.aspx](http://www.odis.dhs.ga.gov/Main/Default.aspx) under Aging Services-Home and Community Based Services-MAN5300.
4. To refer applicants for services so they can be screened appropriately and referred to the most appropriate program(s) and/or services to meet their needs, by the Aging and Disability Resource Connection staff in accordance with Georgia Division of Aging Services policies and procedures.
5. To submit an annual Unit Cost Methodology spreadsheet on an annual basis, in accordance with the Division of Aging Services policies and procedures, to determine projected costs of contracted services.
6. To assure that client initial assessment and annual reassessment data and other required data elements for non-Medicaid home and community-based services clients are collected, verified, and entered into the DAS Data System, based on the timeframes set by the Georgia Department of Human Services during the COVID-19 pandemic.
7. To comply fully with applicable policy and law governing provisions of each service authorized under this contract, including compliance to any amendment or revision to applicable policy or law that may occur during the term of this contract.

## **CONTRACTOR ACCOUNTING REQUIREMENTS**

CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (collectively the "records") to the extent and in such detail as will



properly reflect all payments received under this contract. CONTRACTOR'S accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the contract shall be readily ascertainable there from.

### **ALLOWABLE COSTS**

The CONTRACTOR will receive payment only for allowable costs incurred in accordance with this Contract, federal regulations and the funding agencies' regulations and manuals.

### **FINANCIAL MANAGEMENT**

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

CONTRACTOR shall meet the following standards for financial management systems, as prescribed by federal regulations:

- Financial reporting.
- Accounting records.  
CONTRACTOR must maintain records which adequately identify the source and application of funds provided for financially assisted activities/programs. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
- Internal controls.
- Budgetary controls.
- Allowable costs.
- Source documentation.
- Cash management.

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

CONTRACTOR shall establish and maintain adequate internal controls. CONTRACTOR shall document policies and procedures, including, but not limited to cash control procedures, including requirements for handling participant contributions and guest fees; record keeping of cash receipts and expenditures; cash deposits; separation of cash handling from record-keeping responsibilities; and periodic reconciliation of all cash funds, including bank accounts.

**STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

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

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

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

**B. Compliance with Security Management Process:**

The CONTRACTOR agrees to provide the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all CONTRACTOR’S facilities that receive, transmit, store or process DHS electronic data. The CONTRACTOR agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct

ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

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

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

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

E. The Federal cost principles for determining allowable costs for this contract are:

2 CFR 200.416 for contracts with State and local governments

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

G. When Federal funds are included in the contract, the CONTRACTOR shall adhere to the Procurement Standards as set forth in 2 CFR § 200.318 through § 200.331.

H. Compliance with the Georgia Department of Human Services Division of Aging Services programmatic policies and procedures found in the HCBS Manual) found at [www.odis.dhs.ga.gov/Main/Default.aspx](http://www.odis.dhs.ga.gov/Main/Default.aspx), as amended periodically by the Division of Aging Services.

I. Compliance with Federal and State Immigration Laws: CONTRACTOR agrees that CONTRACTOR complies with O.C.G.A. Sec. 13-10-90 *et seq.* regarding security and immigration compliance, and that CONTRACTOR has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. CONTRACTOR also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the NEGRC, CONTRACTOR will remain in full compliance with all federal and state Immigration laws, including but not limited to O.C.G.A. §13-10-91.

CONTRACTOR certifies by signing and providing the sworn affidavit titled Security and Immigration Affidavits, **ANNEX CC**, that CONTRACTOR will comply with O.C.G.A. Sec. §13-10-90 *et seq.*, will certify the same upon the exercise of each renewal option, if any, by the NEGRC. Furthermore, CONTRACTOR agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- J. Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights: (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) the CONTRACTOR shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 1472, as described in section 3.908 of the Federal Acquisition Regulation. (c) The CONTRACTOR shall insert the substance of this clause, including the paragraph (c), in all subcontracts over the simplified acquisition threshold.
- K. CFDA Authorization and Number: Older Americans Act of 1965, Parts A and C (CFDA 93.045)

#### **AUDITS AND FINANCIAL REPORTING REQUIREMENTS**

CONTRACTORS that expend \$500,000 or more in **Federal awards** during their fiscal year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, OMB Circular A-133 entitled, "Audits of States, Local Governments, and Nonprofit Organizations." The audit reporting package shall include the documents listed in the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions. A copy of any audit conducted under the Single Audit Act shall be provided to NEGRC within ninety (90) days of the end of the CONTRACTOR's fiscal year.

CONTRACTORS expending \$100,000 or more in **State funds** during their fiscal year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions. A copy of any entity-wide audit conducted shall be provided to NEGRC within ninety (90) days of the end of the CONTRACTOR's fiscal year.

CONTRACTORS expending at least \$25,000 but less than \$100,000 in **State funds** during their fiscal year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official as described in the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions. A copy of any unaudited financial statements shall be provided to NEGRC within ninety (90) days of the end of the CONTRACTOR's fiscal year.

CONTRACTOR further agrees to submit the required audit or financial statements to the NEGRC within 180 days after the close of the CONTRACTOR's fiscal year. The CONTRACTOR understands that according to the provisions of this contract and as described in the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions, failure to comply with the above audit and financial reporting requirements could be cause for NEGRC and the Georgia Department of Human Services to suspend payments, to terminate this contract, or to require a refund of all monies received under this contract. Georgia Department of Human Services can also prohibit the CONTRACTOR for receiving funds from any state organization for a period of twelve (12) months from the date of notification by the NEGRC or the State Department of Audits and Accounts.

NEGRC reserves the right to determine what shall constitute an acceptable audit and shall arrange for an audit of this Contract in cases where audits provided are deemed unsatisfactory or where no other audit would normally be performed.

The CONTRACTOR agrees to respond in writing in a timely manner as specified in related NEGRC or other party correspondence to audit questions raised by NEGRC or the funding agencies. Where audit questions are raised by the funding agencies, the CONTRACTOR will provide NEGRC with copies of any and all correspondence relating to those questions.

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

Disallowed costs identified by any audit shall be immediately repaid to NEGRC by the CONTRACTOR.

The CONTRACTOR agrees that NEGRC may withhold payments equal to the amount which has been disallowed by either a federal, state, or NEGRC audit, or an audit obtained by the CONTRACTOR, notwithstanding the fact that such audit exception is made against a prior or other current contract with the CONTRACTOR.

## **COLLECTION OF AUDIT EXCEPTIONS**

The NEGRC and the Georgia Department of Human Services may, only to the extent permitted by applicable federal and state law, withhold net payments due to the CONTRACTOR under this contract equal to the amount which has been identified by an audit; notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The CONTRACTOR understands that this is a cause for termination of this Contract and requires a refund to NEGRC and the GA Department of Human Services for the total exception by certified funds.

## **ASSIGNMENT AND MERGER**

In case of a merger between CONTRACTOR and another entity, CONTRACTOR must notify NEGRC and Georgia Department of Human Services immediately. Georgia Department of Human Services and NEGRC shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. Georgia Department of Human Services and NEGRC in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If Georgia Department of Human Services and NEGRC elect to continue the contract, the contract will be amended to reflect the same. No modification of this contract shall be binding upon the parties, unless consented to in writing, and signed by both parties.

## **CRITICAL INCIDENT REPORTING**

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

- A. In the case of an emergency, CONTRACTOR shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. CONTRACTOR shall have a formal written critical reporting procedure that is approved by the licensing or certification authority, if applicable, NEGRC and by the funding agencies.
- C. CONTRACTOR is responsible for taking necessary actions to protect NEGRC clients from any possibility of harm. In doing this, CONTRACTOR should preserve evidence for an investigation if one is to be conducted.
- D. CONTRACTOR must notify the appropriate NEGRC or Division of Aging Services staff of the critical incident and results of any immediate action taken. CONTRACTOR is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.

- E. The NEGRC and the Georgia Department of Human Services will determine whether the CONTRACTOR actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the NEGRC or Department of Human Services will determine:
1. Whether or not client's health, safety and welfare are adequately protected.
  2. That the response to the situation and event was reasonable and appropriate;
  3. That the CONTRACTOR's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
  4. That CONTRACTOR and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. CONTRACTOR agrees to cooperate with the NEGRC and Division of Aging in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this contract.
- G. Each CONTRACTOR shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the CONTRACTOR and shall conform in content to the sample **ANNEX BB**, which is attached in this contract. The Notice must be posted in a conspicuous, shared area accessible to clients/customers/consumers, and the general public.

All other required reporting procedures (i.e., child abuse reporting, etc.) and the timeliness of other required reports will remain in force and are not replaced or superseded by the CIR process.

CONTRACTOR shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of CONTRACTOR's or the Division of Aging's responsibilities under this contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

#### **ENTIRE AGREEMENT**

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

## **CONTRACT ANNEX INCLUSION**

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

- X   Annex A: Scope of Service
- X   Annex B: Home and Community Based Services - Program Performance Report by Service
- X   Annex C: Area Plan Budget Fund Source Summary by Provider
- X   Annex D: Area Plan Budget Service Summary by Provider
- X   Annex E: Certification Regarding Lobbying
- X   Annex F: Debarment Certification
- X   Annex AA: HIPAA Business Associate Agreement
- X   Annex BB: Subrecipient Federal Grant Award Information
- X   Annex CC: Notice Concerning Critical Incident Reporting
- X   Annex DD: Security and Immigration Affidavit



**Business Item 3:**

**Agenda Request – Jasper County BOC**

**Department:** Jasper County Senior Center

**Date:** April 3, 2023

**Subject:** Senior Center 2009 Ford E-350 Van Replacement Vehicle

**Summary:**

The Jasper County Senior Center is requesting that the BOC moves to purchase 2016 Bus with wheelchair lifts for \$71,500 or 2019 Bus for \$86,585—No wheelchair lifts.

The vehicles are located in Tennessee and currently a hold has been put on the 2016 until Friday—  
March 31, 2023; 2:00pm.

**Background:**

At the March 6, 2023 BOC meeting, the Jasper County Senior Center was approved to purchase 2012 for \$58,400 or a 2017 for \$75,750. Unfortunately, both vehicles were already sold after contacting the dealership on that following Tuesday.

After many discussions with The Bus Center, we have located 2 more buses for purchase. 2016--\$71,500 and 2019 for \$86,585.

**Cost:**

**2016 Starcraft AllStar – 40K miles - \$71,500 (wheel chair lift)**

**2019 Starcraft Starlite – 30K miles - \$86,585 (no wheel chair lift)**

**Recommended Motion:**

**Board's Discretion**

## 2016 Starcraft AllStar - 40,000 miles



**12 Passengers + Driver  
+ 2 Wheelchairs**

**Stock #: T-4215  
1 Unit in Stock**

### Chassis and Body Specifications

Ford E-350 Chassis  
6.8L V-10 Gas Engine  
12,500# GVWR  
158" Wheelbase  
23' Body  
96" Wide  
Dual Rear Wheels  
ABS Hydraulic Brakes  
225 Amp Alternator  
40 Gallon Fuel Tank  
Cruise Control & Tilt Steering Wheel  
Automatic Transmission  
OEM Dash AC  
LED Interior & Exterior Lights  
White Step Nosing  
Protective Rust Inhibitor Applied Underneath Bus

### OPTIONS INCLUDED

#### Interior

FRP Walls & Ceiling  
Ceiling Grab Rail on Driver Side  
Dual Grab Rails Parallel to Entry Steps  
Stanchion & Modesty Panel at Pass Entry

#### Exterior

Stainless Steel Wheel Inserts  
Valve Stem Extenders for Inner Rear Wheels  
Mud Flaps  
LED Rear Center Mount Brake Light

**OPTIONS INCLUDED**

**Seating**

Freedman Shield Driver Seat  
Freedman Mid-Back Passenger Seats  
Anti-Vandal Grab Handles  
Level 1 Grey Vinyl Upholstery  
2pt Seatbelts  
Armrests

**Climate Control**

70,000 BTU Rear AC System (Trans-Air)  
65,000 BTU Rear Heater

**ADA / Paratransit**

Double Wheelchair Lift Doors in Rear of Bus  
Braun Century Wheelchair Lift (800#)  
(2) Q-Straint Deluxe Retractor Tie-Down Kits  
Storage Pouches for Tie-Downs  
ADA Priority Seating & Wheelchair Signage

**Flooring**

Gerflor Non-Slip Safety Flooring (black)  
White Step Nosing

**Luggage**

Driver's Storage Compartment

**Doors & Windows**

36" Wide Electric Passenger Entry Door

**Electrical**

LED Dome Lights  
Door Activated Interior Lights

**Audio / Video Equipment**

Deluxe AM/FM/CD Player

**Safety**

First Aid Kit, Fire Extinguisher, & Safety Triangles  
Back Up Alarm

**Factory Warranties**

**Additional Options (NOT Included in Pricing)**

Doc Fee - \$250.00  
GA TAVT \$4719.00  
Delivery - Included

**PRICING:**

Unit Price	\$ 74,500
Less Rebates & Discounts	\$ 3,000
Less Trade Value <i>(Vehicle Description)</i>	\$ 0
<b>Total Price</b> <i>(FOB Acworth, GA)</i>	<b>\$ 71,500</b>
Est. <b>LEASE</b> Pmt. 60 Months	\$ 1,028
Est. <b>FINANCE</b> Pmt. 60 Months	\$ 1,396

*\*Lease and Finance payment based on \$0 down + \$400 Doc Fee, upon credit approval. Lease based off of 15k miles per year.*

**Terms and Conditions:**

*20% Deposit Required to Hold Unit. All quotes valid for 30 days. All stock units are subject to prior sale. Price or Payments do not include tax, license, or delivery unless stated.*

Customer Signature: \_\_\_\_\_

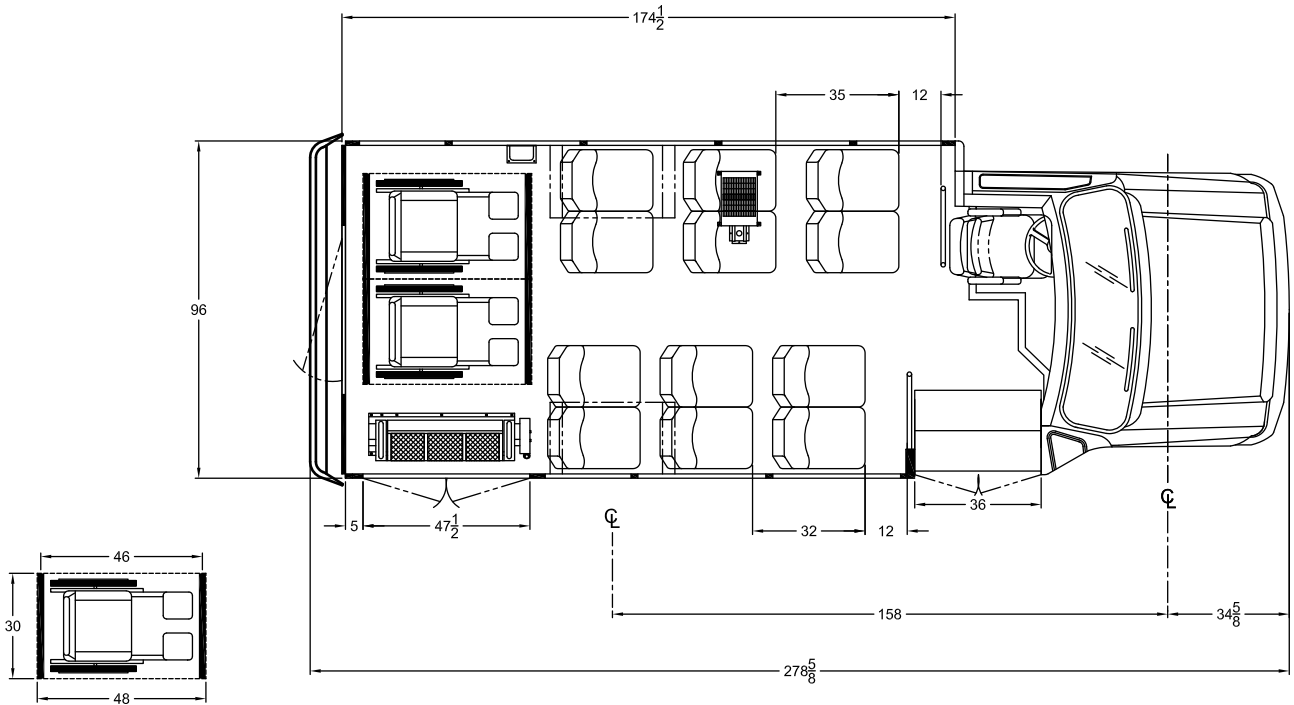
Sales Rep. Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Images**



**Floor Plan**



NOTE: SHOWN WITH MID HI FREEDMAN SEATS  
SENATOR II E-350 12,500 GVWR  
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.  
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.  
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A  
COMPLETED ORDER WITH ALL OPTIONS SHOWN.  
OPTIONAL EQUIPMENT MAY BE SHOWN.  
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

**DEALER APPROVAL**

APPROVED

**CUSTOMER SIGNATURE**

SCALE  
IN INCHES



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REV.	LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
A		PRELIM PACKET:	TAS		10/10/14	

TOLERANCE UNLESS OTHERWISE SPECIFIED		DATE:	TITLE:
WOOD	OTHER	10/10/14	12 2' WC 158" WB 163 BDY
± 1/8"	± 1/16"	NAME: TAS	20' SENATOR II
± 1"	± 1/2"	DWG. No.	12 2 WC 158 163



**Trade Information**

## Pre-Owned 2019 Starcraft Starlite - 30K Miles



**14 Passengers +  
Driver**

**Unit# T-1755  
1 Unit in Stock**

### Chassis and Body Specifications

Ford Transit T-350 Chassis  
3.7L V-6 Gas Engine  
10,360# GVWR  
158" Wheelbase  
20' Body  
84" Wide  
Dual Rear Wheels  
ABS Hydraulic Brakes  
225 Amp Alternator  
25 Gallon Fuel Tank  
Automatic Transmission  
OEM Dash AC  
Interior Dome Lights  
Protective Rust Inhibitor Applied Underneath Bus

### OPTIONS INCLUDED

#### Interior

Padded Vinyl Walls & Ceiling (gray)  
Stanchion & Modesty Panel at Pass Entry  
Dual Grab Rails Parallel to Entry Steps

#### Exterior

Stainless Steel Wheel Inserts  
Valve Stem Extenders for Inner Rear Wheels

**OPTIONS INCLUDED**

**Seating**

Re-Upholstered Driver Seat to Match Passenger Seats  
Freedman Mid-Back Passenger Seats  
Level 5 Cloth Upholstery  
Aisle Side Armrests  
2pt Seatbelts

**Climate Control**

60,000 BTU Rear AC System  
65,000 BTU Rear Heater

**ADA / Paratransit**

This Unit is Not ADA Accessible

**Flooring**

Gerflor Non-Slip Safety Flooring (grey)

**Luggage**

**Doors & Windows**

36" Wide Electric Passenger Entry Door  
Tinted T-Slider Passenger Windows  
Rear Window

**Electrical**

Interior Dome Lights  
Door Activated Interior Lights

**Audio / Video Equipment**

Deluxe AM/FM/CD Player  
(4)Upgraded Speakers

**Safety**

First Aid Kit, Fire Extinguisher, & Safety Triangles  
Back Up Alarm  
Emergency Escape Exits  
Interior Convex Driver Mirror  
Rear Back Up Camera

**Additional Options (NOT Included in Pricing)**

Custom Lettering & Logo - \$550  
Delivery - Included  
Full Body Paint (any single color) - \$6,500  
Doc Fee - \$250.00  
GA TAVT \$5714.61

**PRICING:**

Unit Price	\$ 88,985
Dealer Discount	\$ 2,400

<b>Total Price</b> (FOB Acworth,GA)	<b>\$ 86,585</b>
--	------------------

Customer Signature: \_\_\_\_\_

Sales Rep. Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*\*Est. Lease and Finance payments based on \$0 down + \$400 Doc Fee, upon credit approval. Lease based off of 12k miles per year.*

**Terms and Conditions:**

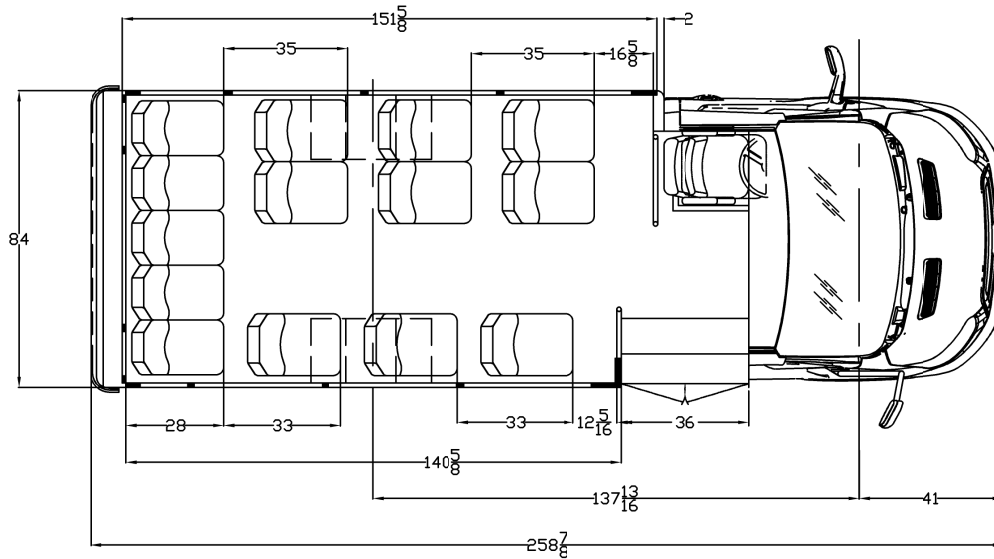
20% Deposit Required to Hold Unit. All quotes valid for 30 days. All stock units are subject to prior sale. Price or Payments do not include tax, license, or delivery unless stated.

**Images**





**Floor Plan**



NOTE: SHOWN WITH MID HI FREEDMAN SEATS  
CANDIDATE II TRANSIT 10,360 GVWR  
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.  
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.  
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON  
RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN.  
OPTIONAL EQUIPMENT MAY BE SHOWN.  
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

SCALE  
IN INCHES



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REV	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED	WOOD	OTHER	DATE: 01/19/16	TITLE: 14 PASS 138 WB
± 1/8"	± 1/16"	NAME: JPC	MODEL 22 CANDIDATE II TRANSIT	
± 1"	± 1/2"	DWG. No. 14 PASS 138 150-5 USA		

**Additional Information**

**Business Item 4:**

**Agenda Request – Jasper County BOC**

**Department:** Finance

**Date:** April 3, 2023

**Subject:** Participation Forms for Teva, Allergan, CVS, Walgreens, and Walmart (collectively the “New Opioid Settlements”)

**Summary:**

Five new national opioid settlements have been reached with Teva, Allergan, CVS, Walgreens, and Walmart (collectively the “New Opioid Settlements”). The state of Georgia has elected to participate in the “New Opioid Settlements”. As a result, new agreements must be signed to participate in the new settlements. The deadline to return the required documentation is April 18, 2023.

**Background:**

Jasper County received National Opioid Settlements Revenue of \$32,919.74 on January 13, 2023 from the National Distributor related to Janssen Settlements. The Participation Forms for the New Opioid Settlements are substantially similar to the Participation Forms previously signed to participate in the National Distributor and Janssen Settlements.

**Cost:**  
\$0

**Recommended Motion:**

Board directs the Chairman to execute the requisite Participation Forms for Teva, Allergan, CVS, Walgreens, and Walmart (collectively the “New Opioid Settlements”) prior to April 18, 2023 deadline.



BLASINGAME ▸ BURCH ▸ GARRARD & ASHLEY, P.C.

ATTORNEYS AT LAW

**Andrew J. Hill III**

**Email address:** [ahill@bbga.com](mailto:ahill@bbga.com)

March 2, 2023

**Via Email**

**Re: *In Re: National Prescription Opiate Litigation*, MDL 2804**

Dear Client:

We are writing to you regarding the five new national opioid settlements that have been reached with Defendants Teva, Allergan, CVS, Walgreens, and Wal-Mart (collectively the “New Opioid Settlements”). The settlement agreements for the New Opioid Settlements, which are attached to this letter for your review, total approximately \$20 billion.

On February 1, 2023, you should have received a DocuSign email titled “Action Required: Teva, Allergan, CVS, Walgreens, Walmart National Opioid Settlements” from Rubris, the Opioids Implementation Administrator, with Participation Forms to participate in the New Opioid Settlements. The DocuSign email was sent from [dse\\_NA3@docusign.net](mailto:dse_NA3@docusign.net). Rubris also sends emails directly from [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Attached to this letter are examples of the Participation Forms that Rubris sent. The Participation Forms for the New Opioid Settlements are substantially similar to the Participation Forms your subdivision signed to participate in the National Distributor and Janssen Settlements (your subdivision recently received payments from the National Distributor and Janssen Settlements).

For the same reasons we recommended your subdivision participate in the National Distributor and Janssen Settlements, we recommend your subdivision participate in the New Opioid Settlements. The New Opioid Settlements have overwhelming support nationwide and within the State of Georgia, including from Attorney General Chris Carr and attorneys representing other Georgia subdivisions. Further, participating in the New Opioid Settlements is the best way to ensure your subdivision receives a recovery from the settling Defendants (there is the risk of state legislated litigation bars and/or defendant bankruptcies), maximizes its recovery from the settling Defendants, receives payments and resources sooner rather than later, and is not on the outside looking in.

ATHENS GREENSBORO ATLANTA BIRMINGHAM

PLEASE REPLY TO: Post Office Box 832 | Athens, GA 30603 | 440 College Avenue | Suite 320 | Athens, GA 30601  
Phone 706.354.4000 | Fax 706.353.0673

**We also recommend that you wait to sign the Participation Forms for the New Opioid Settlements.** We (along with counsel for other Georgia subdivisions) are advising our clients to wait to sign the Participation Forms because we are still in the process of reaching a Memorandum of Understanding (“MOU”) with the State of Georgia regarding the New Opioid Settlements. As was the case with the National Distributor and Janssen Settlements, the purpose of having a MOU in place for the New Opioid Settlements is to maximize the funds available under the settlements and to control how funds from the settlements are allocated between the State of Georgia and Georgia’s subdivisions.

We anticipate that the terms of the MOU for the New Opioid Settlements will be identical in all material respects to the MOU the State of Georgia and Georgia’s subdivisions entered for the National Distributor and Janssen Settlements. Namely, we anticipate that the MOU for the New Opioid Settlements will contain the same allocation percentages:

- The State of Georgia receives 75% of the settlement funds
  - The State of Georgia must expend at least 40% of its share of the settlement funds on a regional basis, which inures to the benefit of all Georgians
- Participating Georgia subdivisions receive 25% of the settlement funds
  - If a participating county has a litigating sheriff, the county must allocate at least 9.45% of its settlement funds to the sheriff
  - If a participating county has a litigating hospital, the county must allocate at least 2% of its settlement funds to the hospital
  - If a participating county has a litigating school district, the county must allocate at least 1% of its settlement funds to the school district

A copy of the MOU for the National Distributor and Janssen Settlements is attached for your review. Your subdivision executed Exhibit 1 to the MOU, the Acknowledgement and Agreement To Be Bound By Memorandum of Understanding, alongside the National Distributor and Janssen Participation Forms, when it joined the National Distributor and Janssen Settlements in 2021.

**Although the MOU for the New Opioid Settlements has not been finalized yet, the deadline to participate in the New Opioid Settlements – April 18, 2023 – is fast approaching. Accordingly, we strongly recommend that your subdivision approve the (anticipated) MOU and agree to participate in the New Opioid Settlements at your next Board of Commissioners or City Council Meeting. We also suggest that you appoint an individual – preferably the individual who received the DocuSign email from Rubris with the Participation Forms – as the individual authorized to execute the (anticipated) MOU acknowledgment and complete the Participation Forms for the New Opioid Settlements. This will ensure that the necessary documents can be executed quickly once the MOU is finalized.**

**By March 10, 2023, please send an email to Julie Boyer at [jboyer@bbga.com](mailto:jboyer@bbga.com) with the date of the meeting where your subdivision plans to discuss approving the (anticipated) MOU and participating in the New Opioid Settlements. After that meeting, please email Ms. Boyer the name and contact information of the individual your subdivision has appointed to execute**

March 2, 2023

Page 3

**the (anticipated) MOU acknowledgment and complete the Participation Forms for the New Opioid Settlements.**

If you have any questions, please do not hesitate to contact us.

Sincerely,

*/s/ Andrew J. Hill III*

Andrew J. Hill III

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Jasper County, GA  
Reference Number: CL-383884

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: April 18, 2023***

Five new proposed national opioid settlements (“*New National Opioid Settlements*”) have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** (“Settling Defendants”). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district (“subdivision”).

You are receiving this *Participation Package* because Georgia is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

**The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Christine Hom at the Georgia Attorney General's Office at (404) 458-3867 or [chom@law.ga.gov](mailto:chom@law.ga.gov).

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*



**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes       No

Governmental Entity: Jasper County	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Jasper County	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes       No

Governmental Entity: Jasper County	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.





11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes       No

Governmental Entity: Jasper County	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: Jasper County	State: GA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Business Item 5:**

**Agenda Request – Jasper County BOC**

**Department:** Recreation

**Date:** April 3, 2023

**Subject:** Recreation Department Football Fields Capacity Discussion

**Summary:**

Staff is seeking approval to meet with the Monticello Baptist Church for the purpose of discussing short term usage of Rose Bowl Field for the County Recreation Football Program.

Staff is seeking approval to meet with the Jasper County Board of Education for the purpose of discussing short term usage of the parking lot behind Thomas Persons Hall to provide parking for County Recreation Football Program activities occurring at Rose Bowl Field.

**Background:**

The County Recreation Football Program is in need of temporary football field capacity.

**Cost:**

**Recommended Motion:**

Authorize Staff to meet with the Monticello Baptist Church to discuss short term usage of Rose Bowl Field and to meet with the Jasper County Board of Education to discuss short term usage of the parking lot behind Thomas Persons Hall for the purpose of providing additional capacity for County Recreation Football Program activities.



**Business Item 6:**

**Agenda Request – Jasper County BOC**

**Department:** Landfill

**Date:** April 3, 2023

**Subject:** Landfill Operations Discussion

**Summary:**

Jasper County has operated a Construction and Demolition Landfill since 2010.

Historically, EPD has allowed non organic items to be placed into the C&D Landfill.

New stringent Georgia EPD rules alters what is allowed to be placed into a C&D landfill.

These new EPD rules regarding C&D landfills only allows waste derived from construction and demolition to be placed in the County C&D Landfill.

Staff is working with Triple Point Engineering to modify County landfill operations regarding handling of non C&D waste in order to remain compliant with the new EPD rules.

Staff recommends delaying any free dumping program until such time the County has implemented modifications for receiving non C&D waste per new EPD rules.

**Background:**

**Cost:**

**Recommended Motion:**

No Action Required.

**Business Item 7:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** April 3, 2023

**Subject:** Schedule Work Sessions and Called Meetings as Needed

**Summary:**

Schedule Work Sessions and Called Meetings as Needed

**Background:**

Schedule of Planned Work Sessions:

Monday, April 24	6:00 P.M.	FY 2024 Budget Draft Presentation
Friday, April 28	9:00 A.M.	FY 2024 Budget
Friday, May 5	9:00 A.M.	FY 2024 Budget
Monday, May 15	6:00 P.M.	FY 2024 Budget
Friday, May 19	9:00 A.M.	FY 2024 Budget
Tuesday, May 30	6:00 P.M.	FY 2024 Budget

**Cost:**

**Recommended Motion:**

BOC Discretion

**JASPER COUNTY BOARD OF COMMISSIONERS  
JASPER COUNTY, GEORGIA  
FISCAL YEAR 2024 BUDGET CALENDAR**

February 10	<u>Letters to Appropriation Entities</u>
February 10	<u>Budget Calendar Provided To Department Heads &amp; Constitutional Officers</u>
March 3	<u>Budget Templates – Delivered to Department Heads/Constitutional Officers</u>
March 10	<u>Appropriation Requests Due Back to Finance Department</u>
March 24	<u>Departmental/Enterprise/Constitutional Budget Requests Due Back to Finance Department</u>
March 31	<u>Preliminary Digest from Tax Assessor</u>
March 27 – April 6	<u>Department Heads &amp; Constitutional Officers Budget Reviews</u> (County Manager, Chief Accounting Officer, Department Heads & Constitutional Officers)
April 6	<u>County – Wide M &amp; O Budget Rollup</u>
April 24	<u>Work Session - Budget Presentation to BOC &amp; Citizens 6 P.M.</u>

**Budget Work Sessions for Board of Commissioners**

Friday	April 28	9:00 A.M. – 12:00 P.M.
Friday	May 5	9:00 A.M. – 12:00 P.M.
Monday	May 15	6:00 P.M.
Friday	May 19	9:00 A.M. – 12:00 P.M.
Tuesday	May 30	6:00 P.M.

\*Additional Work Sessions to be scheduled as needed

<b>June 5</b>	<b><u>Board Consensus to Advertise - Proposed FY 2024 Budget, Proposed 2023 Millage Rates and 2023 Tax Digest Meeting 6:00 P.M.</u></b>
June 8	<u>Advertise Public Hearings Dates and Locations, Proposed FY 2024 Budget, Proposed 2023 Millage Rates, 2023 Tax Digest &amp; Five Year Report</u>
June 12	<u>Public Hearing – Proposed FY 2024 Budget, Proposed 2023 Millage Rates &amp; 2023 Tax Digest 10:00 A.M.</u>
June 12	<u>Public Hearing – Proposed FY 2024 Budget, Proposed 2023 Millage Rates &amp; 2023 Tax Digest 6:00 P.M.</u>
<b>June 16</b>	<b><u>Called Meeting – Adopt FY 2024 Budget &amp; Set 2023 Millage Rates 9:00 AM</u></b>
June 20	<u>Post Adopted FY 2024 Budget &amp; 2023 Millage Rates &amp; 2023 Tax Digest &amp; Implement FY 2024 Budget</u>