

### AGENDA

### McDUFFIE COUNTY BOARD OF COMMISSIONERS October 3, 2022 at 6:30 PM Government Center Meeting Room

### **COMMISSIONERS' WORK SESSION**

### **WELCOME & CALL TO ORDER**

**Chairman Newton** 

### **INVOCATION & PLEDGE OF ALLEGIANCE**

### **DISCUSSION ITEMS**

- 1. Discussion Concerning Bohler Road.
- 2. Discussion Concerning Revolving Loan Fund for GSK Metal Works.
- 3. Discussion Concerning FY23 EOA Meals Subcontract.
- 4. Discussion Concerning LOST Certification.
- 5. Discussion Concerning Boys and Girls Club.
- 6. Discussion Concerning Animal Services.
- 7. Discussion Concerning Letter of Support for Augusta Regional Airport.
- 8. Discussion Concerning Lighting Agreement for Government Complex.
- 9. Discussion Concerning Concurrence with County Attorney Regarding Markatleo Street, Lokey Street and Brown Street.
- 10. Discussion Concerning FY23 Proposed Budget.

### **ADJOURNMENT**

### RESOLUTION 22-13 RESOLUTION OF THE BOARD OF COMMISSIONERS OF MCDUFFIE COUNTY, GEORGIA CONCERNING A DETERMINATION TO ABANDON THOSE PORTIONS OF BOHLER ROAD NO LONGER UTILIZED BY THE GENERAL PUBLIC

**WHEREAS**, it has been proposed that the Board of Commissioners make a determination that removing from the County road system those portions of the right-of-way known as Bohler Road ("Road") no longer utilized by the general public shown and depicted as Tracts "B" and "C" on that plat attached hereto as Exhibit "A," ("Property"), is in the public's best interest.

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of McDuffie County and it is hereby resolved by the authority of same as follows:

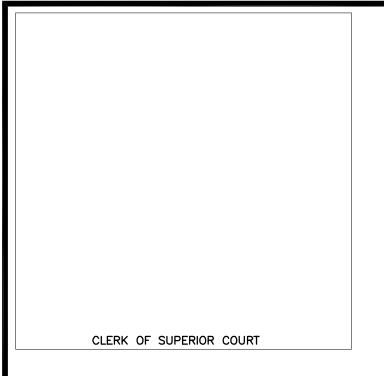
- 1. That a public hearing be held on this issue and that a notice of such public hearing be published in the *McDuffie Progress*, which is the newspaper in which Sheriff's advertisements for McDuffie County are published, once a week for a period of two weeks prior to the date of the holding of such public hearing.
- 2. That following the holding of such public hearing, the County Manager shall report on this issue to the Board of Commissioners at its next meeting following the holding of such public hearing.
- 3. That the Clerk of the Board of Commissioners of McDuffie County promptly mail by certified mail, return receipt requested, to all of the property owners whose land fronts on said access road as shown on the tax records of McDuffie County, a copy of the notice of the public hearing.
  - 4. This resolution shall become effective immediately upon its adoption.

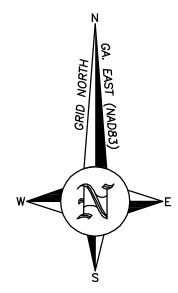
**THIS RESOLUTION** adopted by the Board of Commissioners of McDuffie County.

Ado	nted	October	5	2022
1100	pica	October	υ,	2022

### BOARD OF COMMISSIONERS OF MCDUFFIE COUNTY, GEORGIA

	MCDOFFIE COUNTY, GEORGIA			
[SEAL]	By:			
	- J	Its Chairman		
	Attest:			
		Its Clerk		





CURVE	E CHORD BEARING CH	HORD	ARC	RADIUS
C1	N 69°05'10" W 11	12.61'	114.37	187.72 <b>'</b>
C2	S 57°55'55" E   18	34.09'	192.94'	182.64
C3	S 15°30'01" E 44	41.45°	442.36	1990.67
C4	S 15'35'04" F 43	28 27 <b>'</b>	429 10'	1983 99'

### SYMBOLS LEGEND

——P—— — OVERHEAD POWER LINE

+ - POWER POLE

P.O.B. - POINT OF BEGINNING

⊙ – CALCULATED POINT ▲ - ½" REBAR SET

• - ½" REBAR FOUND

■ - <sup>5</sup>/<sub>8</sub>" REBAR FOUND

□ - ½" PIPE FOUND

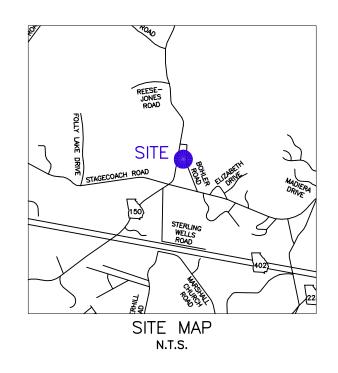
⊗ - ¾" PIPE FOUND

♦ - 1" PIPE FOUND

□ CONCRETE R/W MONUMENT

,,			
- 1	LINE	BEARING	DISTANCE
ľ	L1	N 10°77'11" W	38.23'
	L2	N 65°47'56" E	59.86
	L3	S 24°07'32" E	150.13
	L4	N 65°47'56" E S 24°07'32" E S 23°31'33" E S 12°37'03" E	59.86' 150.13' 331.01'
	L5	N 65'47'56" E S 24'07'32" E S 23'31'33" E S 12'37'03" E	65.76
	L2 L3 L4 L5 L6 L7	N 81°51'37" W	65.76' 63.92' 66.61'
	L7	N 24°09'24" W	66.61
	L8	N 81°10'41" W	119.61
	L9	N 81°10'41" W N 21°55'59" W S 08°43'39" W	119.61' 189.57'
	L8 L9 L10		230.05' 45.25' 266.95' 100.44'
	L11	S 08.59'17" W	45.25
	L12 L13	IS 08°35′51″ WI	266.95
	L13	N 81°08'51" W	100.44
	lL14	N 81°08'51" W N 08°43'52" E	262.53
	L15	N 08'43'52" E N 08'42'32" E N 54'47'49" E S 08'01'57" E	44.83'
	L16 L17	N 54°47'49" E S 08°01'57" E	152.89
	L17	S 08'01'57" E	274.10
	L18	15 09 19 5 <del>4</del> E 1	260.93 100.44' 262.53' 44.83' 152.89' 274.10' 60.36' 183.85'
	L19	S 21°52'45" E S 24°26'56" E	183.85
	L20	S 24°26'56" E	
	L21	N 08'44'34" E	60.22
	L19 L20 L21 L22 L23 L24 L25	S 07°56'40" E	60.22'
	L23	IS 09°06′55″ FI	60.121
	L24	S 21°27'58" E S 21°55'50" E	32.28' 150.37'
	L25	S 21°55'50" E	150.37
	106	C 74.00,05, L	67 00'

B.G. S 01.23,14, E 601.99,	O 1.55 14 N/F 17 POLLARD LUMBER COMPANY 1 D.B. 6 PG. 120 D.B. 433 PG. 115		
R, #150 R/W N 08'44'34" PACT A 817 L17	\(\frac{1}{2}\)	N/F PITTS D.B. 698 PG. 196 P.B. S PG. 370 K	
N 81.07.21. 312.56. 017 017 017 017 017 017 017 017	W COLUMN S 24	N/F PITTS D.B. 698 PG. 196 P.B. E2019 PG. 81	
D.B. 701 PG P.B. E2021 I	5. 597 7 7 8 1	N/F PITTS D.B. 698 PG. 196 P.B. S PG. 370 K	
D.B. 69 P.B. T  NNCE 3.23' 9.86' 0.13' 1.01' 5.76' 3.92' 6.61'	DELWARE INC. 2 PG. 634 PG. 81 D		
9.57' 0.05' 5.25' 5.95' 0.44' 2.53' 4.83' 2.89' 4.10' 0.36' 3.85' 5.99' 0.22' 9.87'		PUBLIC PROPERTY McDUFFIE D.B. 461 PG. 292 P.B. S PG. 307 R	COUNTY
0.22' 9.87' 0.12' 2.28' 0.37'		CL STAGECOACH RD 80' R/W	Cur



### COUNTY APPROVAL

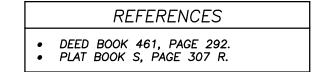
THE McDUFFIE COUNTY PLANNING COMMISSION HAS APPROVED THIS MAP, PLAT, OR PLAN FOR FILING AS PER HB 76 (2017) FORMERLY HB 1004.

PLANNING/ZONING ADMINISTRATOR CHASE BEGGS

### APPROVED Chase N. Beggs

By Chase N. Beggs at 10:42 am, Aug 03, 2022

NOTE: Tracts B and C are portions of the Right-of-Way for Bohler Road. Tract C is to be retained as access for the TMWSC's water tower. Tract A and B are to be combined. This plat is not intended to create a stand-alone lot.



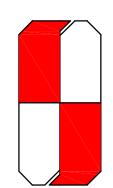


### \*\*GENERAL NOTES\*\*

- ALL UTILITIES ARE NOT SHOWN ON THIS SURVEY.
   ALL FENCES ARE NOT SHOWN ON THIS SURVEY.
   THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF
- 4. THIS SURVEY IS NOT BASED ON A TITLE ABSTRACT.
- FLOOD ZONE INFORMATION IS NOT SHOWN ON THIS SURVEY.
- 6. THIS SURVEY.

  WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180–7 OF THE RULES OF THE GEORGIA BOARD OF THE RULES OF THE GEORGIA BOARD OF THE RULES OF THE GEORGIA BOARD OF THE RULES OF OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67 AND

HB 76 (2017) FORMERLY HB 1004 BY SURVEYOR JOHN A. McGILL #1753.



JOHN A. McGILL, P.C. Land Surveying NPDES Monitoring

McGill And Associates, Est. 1972 934 Shields Pond Road Thomson, Ga. 30824 Phone: (706) 595—5612 Fax: (706) 595-7448 Email: office**©**johnamcgillpc.com

THE FIELD DATA UPON WHICH THIS PLAT IS
BASED HAS A CLOSURE
PRECISION OF ONE
FOOT IN 10,000
FEET AND AN ANGULAR
ERROR OF 2 SECONDS
PER ANGLE POINT, AND
WAS AD JUSTED LISING WAS ADJUSTED USING
CARLSON BRx7. ANGLES
TURNED BY A CARLSON BRx7
AND DISTANCES
MEASURED WITH A CARLSON BRx7.

### PLAT FOR:

### McDUFFIE COUNTY BOARD OF COMMISSIONERS

TRACT A 11.08 ACRES TRACT B 3.80 ACRES TRACT C 1.40 ACRES 134 G.M.D. McDUFFIE COUNTY, GEORGIA

SURVEY DATE	JUNE 22, 2022
MAP CLOSURE	1/372,326
DRAWN BY	M.J.M.
JOB NO.	2022-2290
C.O.A. No.	LSF000082
SHEET NO.	1 OF 1
REVISIONS	



### Loan Request GSK Metal Works, LLC General Info

This new fabrication facility is located in the City owned complex of buildings down past the Government Center on Railroad Street. Its is known as the National Homes site or the Thomson Metals site.

The company started as a custom fabricator for Kuhlke Construction in Augusta. Two of the Kuhlke principals, Billy Shelton and Mark Kitchens, saw the need and had the expertise to start this "support" fab shop for their construction business. Time period was mid-2018 and they occupied a couple of smaller buildings on the back of the site.

Today, GSK is a stand-alone fabricator, solely owned by Shelton and Kitchens, and are completely separate from any relationship with Kuhlke. They currently produce a line of utility trailers that are sold throughout the South by a network of distributors. In addition, a small but growing piece of the business is custom rehabilitation work on classic cars. This work is done completely separate from the trailer production facility. In 2018 they started with 5 employees and are currently at a headcount of 24.

### Regarding the loan request:

- They asked the Dev Authority to consider a loan of \$150,000. Approximately 2/3 will be used to pay off high interest debt incurred as they started up. The rest will be used to expand their product offerings, first with dump trailers and eventually producing a line of enclosed trailers. 6 jobs will be added.
- On 8-24-2022, the IDA board approved the additional funds requested (\$150,000), structured in this manner.
  - \$50,000 from our RLF account. This is tied to job creation and promotes the adding of 6 employees.
  - After IDA approval, this portion (\$50,000) of the loan request was approved by the DCA in Atlanta on 9-14-2022 (attached). The final approval must be done by the County Commission.
  - The additional \$100,000 would come from IDA local operating reserves and only needs IDA approval (done on 8-24-222).
  - The terms are 1% below prime, adjusted annually, 7-year term. Currently prime is 5.5%.

### DCA RLF Loan Compliance Review Form

Local Government: McDuffie Date: 8-25-22						
Project/Business Name: GSK Metal Works						
Project/Business Addr	ess: 407 Railroad Stree	t, Thomson, GA	30824			
Total Project Cost: \$	75,000.00 Pro	ject Activity: E	xpansion of product lines in fabrication facility			
	Pr	oject Funding	Mix			
Funding Source	Dollars	Percentage	Use/ Activity			
RLF	\$ 50,000.00	<del></del>	product line expansion			
Bank		0.00%				
Owner	\$ 25,000.00	33.33%				
Other		0.00%				
Total	\$ 75,000.00					
	R	LF Loan Deta	ils			
RLF Loan Amount	<del></del>	oan Term	Use of Funds			
\$ 50,000.00	4.50 %	84 months	product line expansion			
Total Jobs Created: 6  Collateral: Equipment, in  Anticipated Public Hear	ventory, accounts receiva	able and Person	RLF Dollars/Job Ratio \$ 8,333.33			
Loan Review Committ	ee Members:					
Name: Steve Dwyer Title: Chair						
Name: Chuck Irminger Title: Vice Chair						
Name: Marcellus Barr Title: IDA Board Member						
Name: Jamie Alfriend						
Name: Ron Shipman			Title: IDA Board Member			
Name: Gloria Thompson			Title: IDA Board Member			
Name: Kevin Hyman	Name: Kevin Hyman Title: IDA Board Member					
Check box to indicate			,			
Date RLF Policies & Pro-	cedures were approve	d: <u>6-19</u>	94			
Local Government CEO						
Name: Charles G Newton, IV Signature:						
Date: 8-25-23	<u>2</u> =					
		····	noliu I Jose			
DCA Approval Date: Se	ptember 14th 202	2 <sub>Bv:</sub> \ (	JUDIU A JOOL			

### FY2023



### CSRA Economic Opportunity Authority, Inc. Community Services Department



### SUBCONTRACT AGREEMENT

### **OVERVIEW:**

This Agreement is entered into as of September 30, 2022, by and between CSRA Economic Opportunity Authority, Inc., a Georgia nonprofit corporation with principal offices at 1261 Greene Street, Augusta, GA 30901 ("CAA"), and **McDuffie Co. Board of Commissioners/ Thomson-McDuffie Senior Center** ("Subrecipient"), with principal offices at 304 Greenway Drive, Thomson, Georgia 30824. In support of senior nutrition and wellness, the Subrecipient will provide meals for CSBG eligible senior citizens who reside in McDuffie County, and the CAA will reimburse costs for meals for CSBG eligible participants enrolled in and receiving meals through the program.

### **TERM**:

This Agreement shall govern the performance of the parties for the period September 30, 2022 (the "Effective Date") through September 29, 2023, unless earlier terminated by either party in accordance with the terms of this Agreement.

### SCOPE OF SERVICES AND BUDGET; PRIOR APPROVAL FOR CHANGES

- 1) Scope of Services and Budget. Subrecipient shall, in a satisfactory manner as determined by CSRA EOA, Inc., perform all activities described in the scope of services as approved by CSRA EOA, Inc. and attached hereto as Exhibit A, as may be amended from time to time (the "Approved Services") in accordance with the program budget as approved by CSRA EOA, Inc. and attached hereto as Exhibit B, as may be amended from time to time (the "Approved Budget").
- 2) <u>Prior Approval for Changes.</u> Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of CSRA EOA, Inc.; nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of CSRA EOA, Inc.

### **COMPENSATION:**

1) Payment of Funds. CSRA EOA, Inc. agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget attached hereto as Exhibit B and for the performance of the Approved Services under this

Agreement in an amount not to exceed \$21,000.00 (the "Total Agreement Funds"). The amount of Total Agreement Funds, however, is subject to adjustment by CSRA EOA, Inc. if a substantial change is made in the Approved Services that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with [Title X], the Uniform Guidance, the Prime Award/Community Services Block Grant (CSBG).

### 2) Invoices.

On or before the tenth (10th) day of each month and in any event no later than fifteen (15) days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices, [in a form supplied by CSRA EOA, Inc.], for the most recent month ended, to CSRA EOA, Inc., setting forth actual expenditures of Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, CSRA EOA, Inc. may disapprove the requested compensation. If the compensation is so disapproved, CSRA EOA, Inc. shall notify Subrecipient as to the disapproval. If payment is approved, no notice will be given.

### 3) Contingency.

The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by CSRA EOA, Inc. from applicable state and federal funding sources and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Prime Award. If the amount of funds that CSRA EOA, Inc. receives from state and federal funding sources is reduced, CSRA EOA, Inc. reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. CSRA EOA, Inc. also reserves the right to deny payment for Subrecipient's expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified.

### FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION.

- 1) <u>Financial Management</u>. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements
- 2) <u>Limitations on Expenditures.</u> Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. CSRA EOA, Inc. shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the CSRA EOA, Inc. planned programs, activities and services; (ii) documented by contracts or other evidence of liability consistent with established CSRA EOA, Inc. and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

- 3) Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of CSRA EOA, Inc., Georgia DHS, HHS, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the CSBG Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by CSRA EOA, Inc. under this Agreement or any other agreements between CSRA EOA, Inc. and Subrecipient. This provision shall survive the expiration or termination of this Agreement.
- 4) Audited Financial Statements. In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance, [45 CFR Part 75], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by CSRA EOA, Inc. and appropriate officials of Georgia DHS, HHS, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant.
- 5) Financial and Other Reports. Subrecipient shall submit to CSRA EOA, Inc. such reports and back-up data as may be required by HHS, State of Georgia HDS, or CSRA EOA, Inc., including without limitation such reports which enable CSRA EOA, Inc. to submit its own monthly financial and programmatic reports, and quarterly outcomes reports to Georgia DHS and the annual financial and programmatic reports to HHS and the reports required in accordance with the following schedule:

Report	Deadline
Monthly Programmatic and Narrative Report	10 <sup>th</sup> day of the month
Financial Reimbursement Report	10 <sup>th</sup> day of the month
Outcomes/ROMA Report	October 10, 2023
Annual Report	October 15, 2023

6) Closeout. Final payment request(s) under this Agreement must be received by CSRA EOA, Inc. no later than fifteen (10) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by CSRA EOA, Inc. after this date without authorization from CSRA EOA, Inc. In consideration of the execution of this Agreement by CSRA EOA, Inc., Subrecipient agrees that acceptance of final payment from CSRA EOA, Inc. will constitute an agreement by Subrecipient to release and forever discharge CSRA EOA, Inc., its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which

Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Subrecipient's obligations to CSRA EOA, Inc. under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of CSRA EOA, Inc. Such requirements shall include, without limitation, submitting final reports to CSRA EOA, Inc. and providing any closeout-related information requested by CSRA EOA, Inc. by the deadlines specified by CSRA EOA, Inc. This provision shall survive the expiration or termination of this Agreement.

### **COOPERATION IN MONITORING AND EVALUATION.**

1) CSRA EOA, Inc. Responsibilities. CSRA EOA, Inc. shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. CSRA EOA, Inc. has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. CSRA EOA, Inc. may require Subrecipient to take corrective action if deficiencies are found. Items that will be monitored at least once during the program year include: (1) client records, (2) client sign in sheets, (3) county payment to vendor for cost of meals reimbursed by CSRA EOA, Inc., and (5) ServSafe Certification.

### 2) Subrecipient Responsibilities.

- a. Subrecipient shall permit CSRA EOA, Inc. to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable CSBG Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- b. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of CSRA EOA, Inc., Georgia DHS, HHS, the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

### RECORD RETENTION AND ACCESS.

Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Services under this Agreement (including without limitation personnel, property, financial and medical records) for a period of three (3) years following the date that CSRA EOA, Inc. makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of CSRA EOA, Inc., Georgia DHS, HHS, the U.S. Government Accountability Office and the Comptroller General of the United States.

### INDEPENDENT CONTRACTOR RELATIONSHIP.

The relationship of Subrecipient to CSRA EOA, Inc. is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this Agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of CSRA EOA, Inc., and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from CSRA EOA, Inc. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless CSRA EOA, Inc. and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L.111-148) with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

### COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

- 1) Compliance with CSBG Award. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Approved Services attached hereto as Exhibit A, including any amendments thereto; (ii) the Approved Budget attached hereto as Exhibit B, including any amendments thereto; (iii) the Subaward Data attached hereto as Exhibit C; and (iv) the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit D (the "Required Contract Provisions") (each of (i) (v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with CSRA EOA, Inc. in its efforts to comply with the requirements of the CSBG Award, including any amendments thereto.
- 2) <u>Compliance with Applicable Laws</u>. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws.
- 3) <u>Suspension and Debarment</u>. Subrecipient represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Government-wide Debarment and Suspension (Non-procurement) in Executive Order 12549. Subrecipient further agrees that it will notify CSRA EOA, Inc. immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at <a href="www.sam.gov">www.sam.gov</a>.
- 4) <u>DUNS Number.</u> Subrecipient agrees and acknowledges that CSRA EOA, Inc. may not grant the Subaward and Subrecipient may not receive the Subaward unless Subrecipient has provided its Data Universal Numbering System ("DUNS") number to CSRA EOA, Inc.
- 5) <u>Restrictions on Lobbying.</u> Subrecipient shall comply with the restrictions on lobbying set forth in [45 C.F.R. Part 93].

- 6) Federal Funding Accountability and Transparency Act of 2006. Subrecipient agrees to provide CSRA EOA, Inc. with all information requested by CSRA EOA, Inc. to enable CSRA EOA, Inc. to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- 7) Regulations on Nondiscrimination. Subrecipient shall comply with the [HHS] regulations on nondiscrimination in [HHS] programs or activities receiving federal financial assistance at [45 C.F.R. Parts 80, 84, 86 and 91].
- 8) <u>Drug-Free Workplace</u>. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 et seq. and 2 C.F.R. 182, and the applicable [HHS] regulations set forth in [45 C.F.R. Part 82], which require all programs and activities receiving federal assistance to maintain a drug-free workplace.
- 9) Equal Treatment for Faith-Based Organizations. Subrecipient shall comply with the [HHS] regulations regarding the equal treatment of religious organizations in [HHS] programs, [45 C.F.R. Part 87].
- 10) <u>Pro-Children Act of 1994</u>. In accordance with 20 U.S.C. 6081 et seq., Subrecipient certifies that Subrecipient, its employees, agents, contractors, and subcontractors will not permit smoking in any portion of an indoor facility owned or leased or contracted for by Subrecipient and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18.
- 11) <u>Policies on Limited English Proficient Persons</u>. Subrecipient must have written policies that are consistent with the [HHS Office for Civil Rights policy document, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (August 4, 2003)].
- 12) <u>Licenses, Certifications, Permits, Accreditation</u>. Subrecipient shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to CSRA EOA, Inc. proof of any licensure, certification, permit or accreditation upon request.

### EMPLOYMENT LAWS AND POLICIES.

Non-Discrimination in Employment. Subrecipient shall not discriminate against any qualified employee or applicant for employment because of [race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, genetic information, or disability]. Subrecipient shall comply with all applicable provisions of federal, state and local laws prohibiting discrimination in employment.

### <u>CONFIDENTIALITY; PROTECTION OF PERSONALLY IDENTIFIABLE</u> INFORMATION

Subrecipient agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Subrecipient will not disclose any confidential or protected information obtained in any way from CSRA EOA, Inc.

without the express written authorization from CSRA EOA, Inc. The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or Subrecipient has failed to meet the confidentiality obligations or standards of this Contract.

**INDEMNIFICATION**. Subrecipient shall defend and hold CSRA EOA, Inc., its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

**INSURANCE.** Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as CSRA EOA, Inc. may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Subrecipient shall maintain during the Agreement Term at least the following types and limits of insurance coverage:

- a. Workers' compensation in amounts no less than required by law;
- b. Employer's Liability Insurance;
- c. Commercial general liability insurance, including personal injury, contractual liability and property damage;
- d. Abuse and molestation insurance;
- e. Professional liability insurance; and
- f. Umbrella liability insurance.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name CSRA EOA, Inc. as an additional insured with respect to Subrecipient's performance of services under this Agreement. Subrecipient shall provide CSRA EOA, Inc. with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that CSRA EOA, Inc. shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by CSRA EOA, Inc. pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to CSRA EOA, Inc. (by a copy provided to CSRA EOA, Inc.

pursuant to the notice provisions set forth in Section 16(f)) immediately upon renewal. Subrecipient's failure to maintain insurance in the form and/or amounts required by CSRA EOA, Inc. pursuant to this Agreement shall be deemed a material breach of this Agreement and CSRA EOA, Inc. shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

### **TERMINATION.**

- a. By CSRA EOA, Inc. CSRA EOA, Inc. may, by giving written notice to Subrecipient, terminate this Agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of Section 8 of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by CSRA EOA, Inc. pursuant to this Agreement; (vi) the submission by Subrecipient to [HHS] or CSRA EOA, Inc. of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to CSRA EOA, Inc. under [Title X]; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (vi) fraudulent activities on the part of Subrecipient; and (x) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. CSRA EOA, Inc. may also terminate this Agreement in whole or in part without cause upon thirty (30) days' written notice to Subrecipient.
- b. <u>By Subrecipient.</u> If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, including without limitation those applied by [HHS] in their grants and reimbursements to CSRA EOA, Inc., and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to CSRA EOA, Inc.. The effective date of such notice of termination shall be no earlier than thirty (30) days from the date of the notice.
- c. <u>Transfer of Performance upon Termination</u>. Upon giving or receiving notice of termination, CSRA EOA, Inc. may require Subrecipient to ensure that adequate arrangements have been made for the transfer of performance of the Approved Services to another entity or to CSRA EOA, Inc., including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Subrecipient under this Agreement.

d. <u>Liability for Default</u>. Whether or not this Agreement is terminated, Subrecipient shall be liable to CSRA EOA, Inc. for damages sustained by CSRA EOA, Inc. by virtue of any breach of this Agreement by Subrecipient and CSRA EOA, Inc. shall be liable to Subrecipient for damages sustained by Subrecipient by virtue of any breach of this Agreement by CSRA EOA, Inc. This shall include, without limitation, liability of Subrecipient for the disallowance by Georgia DHS of the reimbursement of charges submitted by CSRA EOA, Inc. for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by Georgia DHS of Subrecipient or CSRA EOA, Inc., the amount disallowed must be paid by Subrecipient to CSRA EOA, Inc. from funds other than those provided by CSRA EOA, Inc. under this Agreement.

### **GENERAL PROVISIONS.**

- 1. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Georgia, without giving effect to the conflicts of laws provisions thereof.
- 2. <u>Integration</u>. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- 3. <u>Severability</u>. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- 4. <u>Waiver of Breach</u>. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
- 5. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without CSRA EOA, Inc.'s prior written consent, which CSRA EOA, Inc. may withhold in its sole discretion. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from CSRA EOA, Inc., Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder (including but not limited to [Title X] program requirements) and that is approved by CSRA EOA, Inc. prior to its execution.
- 6. <u>Notices</u>. Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by electronic mail or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as described above shall be effective on the date received. All notices and other written

communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to CSRA EOA, Inc.:	If to Subrecipient:
Sharon DuBose	Angela Markley; Linda Lynch
Planner/Evaluator	Program Coordinator; Director
CSRA Economic Opportunity Authority, Inc.	McDuffie Co. BOC/Thomson-McDuffie Sr.
	Ctr.
1261 Greene Street	304 Greenway Street
Augusta, GA 30901	Thomson, GA 30824
706-722-0493	706-595-7502
sedubose@csraeoa.org	Angela.markley@thomson-mcduffie.net
	<u>llynch@thomson-mcduffie.net</u>

- 7. <u>Amendment</u>. Any amendment to this Agreement, including to the Approved Services and the Approved Budget, shall be reduced to writing, signed by an authorized representative of each party, and attached to this Agreement.
- 8. Counterpart Execution; Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile or other electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.
- 9. <u>Certification Regarding Lobbying</u>. The Certification Regarding Lobbying must be signed and submitted with this Subcontract Agreement.

IN WITNESS WHEREOF, each of the parties certifies that it has read and accepts the provisions of the Agreement and has executed this Agreement by its duly authorized officer as of the day and year first written above.

CSRA Economic Opportunity Authority, Inc.	McDuffie County Board of Commissioners
By:	By:
Name: Mary P. Harrison	Name: Charles G. Newton
Title: Interim Executive Director	Title: Commission Chair
Phone: 706.722.0493	Phone: 706.595.7502
Email: mharrison@csraeoa.org	

### **Certification Regarding Lobbying**

### Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned, on behalf of [Subrecipient], certifies, to the best of his or her knowledge and belief, that:

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

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

### [NAME OF SUBRECIPIENT]

By:			
Name:			
Title:			
 Date:			

### Exhibit A

### SCOPE OF SERVICES, LOGIC MODEL, REPORTING & COSTUMER SURVEY

### **CSBG Domains:**

- 1. Health & Social/ Behavioral Development (Meals)
- 2. Multiple Domains CSBG Eligibility Determination, Enrollment, Referrals, & Follow-Up.

### **Required Activities:**

- 1) Determine households' CSBG eligibility using up-to-date documents, complete and maintain participant records in EasyTrak and in hard copy format. (See documents, Exhibit E)
- 2) Maintain participant records adequate to demonstrate that the grant funds were used for the agreed upon purpose.
- 3) Maintain program records that include meals provided, sign-in sheets/attendance records, and financial records demonstrating project income and expenditures as they relate to funds contracted through this Agreement. These items may be monitored by CSRA EOA, Inc. and/or the State CSBG Office.
- 4) Provide clients with access to online "Client Satisfaction Survey" or make hard copy available so clients may complete at any time, but at least once during the program year.
- 5) Give CSRA EOA, Inc. and Georgia DHS reasonable access to the Subrecipient's files and records for the purpose of audits, verifications, and investigations as it deems necessary concerning the subcontract, during the award period, and for at least seven years after termination of the subcontract.
- 6) Submit a monthly report and reimbursement request by the 10<sup>th</sup> of the month following the month of service, using the report format described in Exhibit E. If reports/requests for reimbursement are incomplete, they will be returned to Subrecipient within 30 days of receipt and reimbursement will be delayed.
- 7) Recognize the CSRA EOA, Inc. as a partner in all publicity materials related to funded portions of the program, project, service or activity.
- 8) Participate in a minimum of one CSRA EOA, Inc. facilitated resource event annually.
- 9) Participate in CSRA EOA, Inc. Needs Assessment Survey.
- 10) Participate in CSRA EOA, Inc. provided technical assistance training, database training, and program training.

### **Provision of Services**

<u>Purpose:</u> Thomson-McDuffie Senior Center's mission is to provide a safe and friendly environment for Senior Citizens with a goal to provide healthy and nutritious meals to Senior citizens, while encouraging them to stay active and productive. Through this CSBG funded project, applications will be completed by Thomson-McDuffie Senior Center staff to determine CSBG eligibility of low-income (up to 125% Federal Poverty Level for FY 2023\*) senior

citizens and persons with disabilities participating in the congregate and/or home delivered meals program, providing meals for at least twenty (38) participants will be enrolled as CSBG funded participants. Thomson-McDuffie Senior Center will provide programmatic, narrative, and financial (reimbursement) reports on the project and will provide materials to be included in the annual report (pictures, agendas, calendars). Participants will be provided the opportunity to complete client satisfaction surveys throughout the year.

\*125% of FPL is the rate for FY 2023 unless changed through mandate from Congress or through an option from the Federal Government and a Mandate from the State of Georgia. It is important to note that the FPL for 2022 is used only until the FPL for 2023 is made available in January/February of 2023.

### CSBG Program Activity Units of Measure to Report & Reimbursement Request.

### 1) Monthly Reports

- a. Financial Report and Reimbursement Request. Financial Report Should include:
  - i. Agency Name
  - ii. Name of Person Completing Report
  - iii. Dates covered in the report/Report Period
  - iv. Services Provided: (Senior Nutrition and Wellness)
  - v. Total amount requested for reimbursement
  - vi. Signature & Date (see attached Sample form in Exhibit E)
- b. <u>Narrative Report.</u> A brief narrative report (up to one page) on organization letterhead and signed, should be submitted monthly with the programmatic report and financial report/reimbursement request. The narrative report should address the following:
  - i. Organization Name
  - ii. Dates covered in the report/Report Period
  - iii. Name of Person Completing Report
  - iv. Provide a brief summary of the overall progress of your project, activities or services toward achieving the goals, objectives, outputs, and outcomes targeted for your project.
  - v. Have there been any barriers or factors that have affected (positively or negatively) the project and/or the participants?
  - vi. At least one time during the project year, share a success story.
- c. <u>Programmatic Report.</u> Applications, Enrollments, Services, and Outcomes will be entered by Subrecipient in EasyTrak and the Programmatic Report will be printed from EasyTrak.
- d. Use the Logic Model that follows on the next page to assist you in completing the programmatic and narrative reports and as part of your annual report, providing progress for services, inputs, outputs and outcomes.
- 2) Outcomes & Annual Report. Outcomes Report. Outcomes information will be entered in EasyTrak and will be printed from EasyTrak.Information to be included in annual report (success story from narrative report, pictures, calendars, etc.). This is not a formal report, but a provision of materials that provide evidence of activities funded through CSBG funds in this Agreement.

### **REPORT FORMS (SAMPLE)**

Submit a cover letter on letterhead with the amount requested and official signature for payment.

Submit the following section either with the hard copy report mailed, or via email. Reimbursement Request and Report for CSBG Services Subcontract Agreement. Agency Name: Name of Person Completing Report: Dates covered in the report/Report Period: Services Provided: Senior Nutrition and Wellness (See Narrative and Programmatic Report) Date: \_\_ Signature: \*Documents must be attached with reimbursement request monthly to be reimbursed. Documentation of cost of meals must be included with the initial reimbursement and if prices change on meals costs. **CSRA EOA, Inc. Staff to Complete:** Fiscal Code(s): Approved: Yes No Signature: Date: 1) Provide a brief summary of the overall progress of your project, activities or services toward achieving the goals, objectives, outputs, and outcomes targeted for your project. 2) Have there been any barriers or factors that have affected (positively or negatively) the project and/or the participants? Please explain. 3) Success Story. (At least one time during the project year, share a success story.)

### WORK PLAN/LOGIC MODEL

Agency Name: Thomson-McDuffie County Senior Center Project Name: Wellness, Health & Nutrition

Identified Problem, Need, Situation: Clients at risk for decline in independence & health. Clients need healthy & nutritious meals.

Service(s) or Activity(ies)  Identify the # of clients to be served (or the # of units of service offered).  Identify the time frame for the project.	Inputs	Outputs	Short Term Outcomes (30 days – 6 months) & Indicator(s)  Projected # and % of clients to achieve each outcome	Intermediate Outcome(s) & Indicator(s) (6-month to 1 year)  Projected # and % of clients to achieve each outcome	Frequency of Data Collection and Reporting Measurement Tool(s), Data Source and Collection Procedures
We will serve approximately 40 clients. The time frame will be October 1. 2022 to September 30, 2023	-Prepare Meals for Congregate & Home delivered meals -Deliver Meals to Senior Center for Congregate Clients & Home delivered meals	Eligible Seniors in our community will know they can receive assistance with congregate & homebound meals	We will serve approximately 35 clients. The Clients will maintain current health status & maintain independence in their homes.	We will serve approximately 40 clients. The Clients will have no decline in health status and maintain independence in their homes.	-Assist Clients in bringing in required paperwork to complete application/enrollment -Maintain participant records to verify that the grant funds were used appropriately for agreed purpose -Submit monthly reimbursement report with each months meal log

Client/Participant Customer Satisfaction Survey Link with QR Code

Please complete the Client/Participant Customer Satisfaction Survey by going to:

https://www.surveymonkey.com/r/TXHMG77

Or use your QR Reader on the code below:



### **Customer Satisfaction Survey**

### **Senior Nutrition Programs**

1.	How often do you usually come to the Ser  Every day  3-4 days a week  1-2 days a week	nior Center?  1-3 days per month Less than once a month Home Delivered Meals only
2.	Do you feel you have a voice in the activit Senior Center?  Yes Somewhat	ies and/or services offered in your  No Unsure
3.	Have you eaten food at or provided by thi  Yes  No	s center in the past 3 months?
4.	If no, please tell us why. Check all that apply Time lunch is served Caregiver responsibilities I eat lunch at another center Dietary reasons (need Kosher, health issues, etc.) I don't like what is served	oly.  I prefer to eat at home  I don't eat lunch  Homebound (home delivered meals only)  Other (please specify)
5.	If you do eat meals provided by this centermeals?  Very Satisfied Somewhat Satisfied Somewhat Dissatisfied	r, how satisfied are you with the  Very Dissatisfied  Not Applicable
	6. If you are not satisfied with the means	als, please share with us why you are

### 7. Which activities do you come to this Senior Center to participate in and how satisfied are you with your activities?

	I do participate in the activity	Very Satisfied	Somewhat Satisfied	Somewhat Dissatisfied	Very Dissatisfied
Recreational Activities (e.g. bingo, field trips, parties, dance)					
Educational Activities (e.g. speakers on general topics like fraud or credit, music, art, etc.)					
Health Related Classes (e.g. exercise classes, nutrition classes, chronic disease self management classes)					
Health Related Screenings (flu shots, blood pressure screenings, diabetes screenings, etc.)					
Help you have received with benefits and entitlements (questions about Energy Assistance, Medicaid, Food Stamps, Medicare, etc.)					
Socializing with Friends					
Opportunities to Volunteer					

### Exhibit B

### **BUDGET**

**CSBG Budget: \$21,000.00** 

Reimbursement of \$2.95 per meal per day for CSBG Eligible participants. Target to serve 35-45 CSBG Eligible Participants. Up to \$21,000 can be used for meals, but if less than \$21,000 is needed for meals, the balance (up to \$1,000) can be used for project supplies that will benefit CSBG clients (arts and crafts materials, admission costs for special events, food for outings, bingo prizes such as lotion, household/personal products).

Documentation of cost of payment for meals and program supplies must be included for reimbursement of meal costs.

		00000	
Line Item	Total Budget	CSBG Request	CSBG Awarded
Salary			
Fringe			
Indirect			
Workers Comp			
Local Travel			
Out of town travel			
Rent			
Utilities			
Office Supplies			
Project Supplies			1,000*
Payment on behalf			
of client			
Equipment			
Building			
Maintenance			
Pest Control			
Insurance			
Meals	21,000	21,000	20,000*
_			
TOTALS	21,000	21,000	21,000

### Exhibit C

### SUBAWARD – Measures of Service and Outcomes

<u>Activity:</u> IS-01 CSBG Eligibility Determination & Enrollment. Includes outreach, intake, eligibility determination and enrollment in to congregate or home delivered meals program.

**<u>Units</u>**: 35 (35-40)

**Outcome Targeted:** N/A

**Activity:** IS-01A Notary Services

**Units:** 35 (35-40)

**Outcome Targeted:** N/A

**Activity**: FNP-00 Food & Nutrition Program Enrollment

**Units:** 35 (35-40)

**Outcome Targeted:** N/A

<u>Activity:</u> Senior – 07B Congregate Meals and/or Senior 07D Home Delivered Meals. Includes provision of meals (congregate or home delivered) and the number of meals each CSBG enrolled participant received each month.

**Units:** 7,000 meals for FY 2023

### **Outcomes Targeted:**

1.5.06: The number of seniors (65+) who maintain an independent living situation.

1.5.07: The number of individuals with disabilities who maintain an independent living situation. (Target only senior citizens with disabilities)

**Activity:** IS-02 Follow-Up (end of program year or at withdrawal from program to determine if they met the targeted outcome listed with meals activity)

**Units**: 35 (35-40)

### Exhibit D

### **Required Contract Provisions**

### (Appendix II to Part 75 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

- A. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- B. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.
- C. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### Exhibit E

Documents to be used in the application process, enrollment, maintaining a case record, and reporting are included in this exhibit and include:

- 1) Participant File Order Form (keep in front of record)
- 2) Eligibility Determination Information
- 3) CSBG Offline EasyTrak Application
  - a. Request of Verification Form (if needed)
- 4) Affidavit
- 5) Georgia DHR Declaration of -0- Income (to use if needed)
- 6) Income Calculator Sheet (includes calculation of income instructions)
- 7) Mandatory Mainstream Referral (to use if needed)
- 8) Applicants Rights, Obligations and Fair Hearing Process
- 9) Georgia DHR Authorization for Release of Information
- 10) Photograph/Video/Media Release Form
- 11) Form for Authorized Representative (to use if needed)
- 12) CSBG Manual Section 1000 1100 Client Eligibility

### **Senior Nutrition & Wellness File Order Form (Subcontractors)**

Applicant/Client Name:	Last 4 SSN:				
Section 1:					
CSBG Application for Assistance	(Hard copy and/or EasyTrak printout)				
Picture ID(s)					
Social Security Card(s)					
Citizenship Affidavit					
Proof of Income for current year					
Income Calculation Sheet					
Client Rights, Obligations & Fair l	Hearing				
Authorization for Release of Information	mation				
Picture Release					
Section 2:					
Case Notes (Print from EasyTrak)					
Summary of Services (Print from I is called for monitoring	EasyTrak) – print at least 2x per year and when record				
ROMA Scales Assessment (Print f	From EasyTrak)				
Mandatory Mainstream Referral &	t other referrals				
Correspondence					
Please record the following:					
Household Income for Current Year: \$	Household Size:				
Participant Age:					
Participates in (check one of the below):					
Congregate Meals	Homebound (home delivered meals)				

### **CSBG Program Participant Eligibility Determination**

### Basic eligibility for CSBG for FY 2023 requires the following:

- Qualified households will be at or below 125% FPL (Federal Poverty Level). **The FPL** is included on the signature page of the Offline EasyTrak Application form.
- Proof of income **for the previous 30 days is required** for all household members 18 years of age and older.
- Households applying for assistance must reside in the geographic area serviced by the provider (and must reside in the CSRA counties served by CSRA EOA, Inc.)
- We are required to collect a signed, notarized Citizenship Affidavit for Heads of Households/Primary Applicants.
- State issued photo ID is required for household members 18 years of age and older.
- Social Security Card is required for all household members.
- We are required by the State of Georgia to refer all eligible households to all mainstream resources for which they may qualify, unless they are already receiving those resources (i.e. SNAP/Food Stamps, Child Support, etc.)
- The File Order Form for Senior Nutrition and Wellness should be included in every CSBG Program participant record, along with the CSBG application packet completed by Work and Applicant.
- The Authorized Representative form is only needed if a person is not able to provide documents and sign forms for him/herself as a result of diminished capacity or disability (i.e. blindness).

### **Instructions for Off-Line EasyTrak Application**

The Off-Line Application form will be used by the worker to enter data into the EasyTrak system.

- Offline EasyTrak Application (Family Member). One should be completed for reach member of the household. All data fields must be completed in full. If an answer is "unknown", please mark the appropriate box.
- Offline EasyTrak Application (Household). One should be completed for each household. All data fields must be completed in full. If an answer is "unknown", please mark the appropriate box.
- Applicant's Signature Page. This form should be completed on each household. The
  information on citizenship/legal alien status should be completed for each household
  member.
- Fair Hearing Statement. This statement must be explained to the applicant and signed.
- Authorized Representative. This statement should be completed if the household has an authorized representative.

### Record Document Forms & CSBG Manual Section 1100

- 1) CSBG Offline EasyTrak Application
- 2) Affidavit
- 3) Georgia DHR Declaration of -0- Income
- 4) Income Calculator Sheet
- 5) Calculation of Income Instructions
- 6) Mandatory Mainstream Referral
- 7) Applicants Rights, Obligations and Fair Hearing Process
- 8) Georgia DHR Authorization for Release of Information
- 9) Photograph/Video/Media Release Form
- 10) Form for Authorized Representative
- 11) CSBG Manual Section 1100 Client Eligibility

# Instructions for Off-Line EasyTrak Application

a remote site without access to the On-Line system. On-Line Application is not available because of system problems or being at The Easy Trak Off-Line Application is to be used only when the Easy Trak

The Off-Line Application will be used by the worker to enter data into the Easy Trak system when it is available to the worker.

## Offline Easytrak Application (Family Member)

propriate box. One should be completed for each member of the household. All data fields must be completed in full. If an answer is "unknown" please mark the ap-

## Offline Easytrak Application (Household)

One should be completed for each household. All data fields must be completed in full. If an answer is "unknown" please mark the appropriate box.

## Applicant's Signature Page

zenship/legal alien status should be completed for each household member. This form should be completed on each household. The information on citi-

### Fair Hearing Statement

This statement must be explained to the applicant and signed.

## **Authorized Representative**

This statement should be completed if the household has an authorized representative.

### Offline EasyTrak Application (Household)

Home Address							Mailing Address		
Address		State Zip			Address			tate	Zip
County		[] City Limits		ŀ	Home:		Phone Numbers		
[] (Male) 1 Parent [] Public [] 2 Parent [] Others [] Single [] Walk [] 2 Adults No Child [] None []		Transportation Access  [] Available All Times [] Most Needed Times [] Limited/Inconvenient [] Unreliable [] Unavailable [] Unknown		Housing Status  [] Own [] Rent [] Relatives [] Public/Transitional [] Temporary [] Homeless [] Unknown  Housing Choice  [] Limited by Income [] Housing of Choice		Housing Type  [] Unknown [] Rental (Single Family) [] Rental Unit (2-4 Unit Bldg.) [] Rental Unit (5+ Unit Bldg.) [] Rental Mobile Home [] Own Mobile Home [] Own Home [] Own Home [] Shelter/Room/Dorm [] Homeless [] Other  Housing Expense: \$		Primary Fuel  [] Unknown [] Electricity [] Natural Gas [] Liquid Propane [] Coal [] Fuel/Oil [] Solar [] Wood/Other	
Childcare Access Fo		Food Access	Н						
[] Available All Times [] Self Pro [] Most Needed Times [] Suppler [] Limited/Inconvenient [] Regular [] Unaffordable [] No Faci [] Unavailable [] No Acce		emented ar Emergency Food icilities		[] Un	known	[] Si	ibsidized Housing (Se ibstandard Electrical ibstandard Plumbing busing in Need of Rep		8, HUD, etc.)
[] None Needed  Family Relations Community Involvement			[				Avg. Expenses		
[] No Positive Relations [] Weak Relations [] Seeking Improvement [] Positive Relations [] Unknown [] Positive Involve		lly Isolated e For Involvement : Involvement		Utility: \$		]Subsidized ]Subsidized ]Subsidized ]Subsidized ]Subsidized ]Subsidized			
[] Zero Income Verified							\$	_	

Offline EasyTrak Application (Family Member)						Gender	
Soc.Sec.#	First Na	nme MI	Last Name	<u> </u>	DOB	[] Male - [] Female [] Unknown	
Relation	Race	Education	Marital	St	atus Demographic	cs	
[] Head [] Co-Head [] Spouse [] Foster Child [] Foster Adult [] Child [] Live in Aide [] Parent [] Stepchild [] Grandchild	[] Unknown [] Black [] White [] Hispanic/Latino [] Native American/ Alaskan [] Asian [] Native Hawaiian/ Pacific [] Multi-Racial/	[] 0-8 [] 9-12/Non-grad [] HS Grad/GED [] 12+ Some Post 2nd [] College Grad [] Graduate School [] Unknown  Future Education	[] Unknown [] Married [] Never Married [] Divorced [] Separated [] Widow [] Other			Citizen License	
[] Grandparent [] Related	Bi-Racial	[] Enrolled [] Planning	[] No	Conf	idential Demograp	hics	
[] Not Related [] Girlfriend		[] None	[] Iraqi Freedom [] Desert Storm	[] HIV/AIDS	[] Troubled		
[] Boyfriend [] Other		[] No Basic Reading, Writing, Math Skills	[] Vietnam [] Other	[] Battered Spouse [] Ex-Offender		Dependant	
[] Other			Work Status	[] Drug Dependan	t [] Homeles	SS	
[] Unknown [] Part-time [] Full-time [] Full-time (mini [] Unemployed [] Unemployed, T	mum wage) <sup>-</sup> emp. Medical Disabilit	[] Unemployed, [] Unemployed, [] Unemployed, [] Self-Employed [] Seasonal Worl	Perm. Medical Disabi Seeking employment Seeking entitlements I ker	[] Studen [] Retired [] Other [] Farmer [] Migrant	-	erly/Disabled)	
Employm	ent Skill Status		In	come Sources			
	Employment Barrier)		Income Type: Recurring Income (Future):\$ Period				
[] Moderate Mark [] In Demand Sk [] Unknown	etable Skills ill Set (Advancement)	Jan:\$ May Feb:\$ Jun Mar:\$ Jul:	Feb:\$ Jun:\$ Oct:\$ Employer: Mar:\$ Jul:\$ Nov:\$ Start Date: End				
Assets (optiona	ıl data): \$	[] Health Benefits	::\$ Dec:\$_ []Financia	al Benefits	[] Life Insuran		

Offline EasyTrak Application (Family Member)						Gender
Soc.Sec.#	First Na	nme MI	Last Name	e -	DOB	[] Male — [] Female [] Unknown
Relation	Race	Education	Marital		Status Demograph	ics
[] Head [] Co-Head [] Spouse [] Foster Child [] Foster Adult [] Child [] Live in Aide [] Parent [] Stepchild [] Grandchild	[] Unknown [] Black [] White [] Hispanic/Latino [] Native American/ Alaskan [] Asian [] Native Hawaiian/ Pacific [] Multi-Racial/	[] 0-8 [] 9-12/Non-grad [] HS Grad/GED [] 12+ Some Post 2nd [] College Grad [] Graduate School [] Unknown Future Education	[] Unknown [] Married [] Never Married [] Divorced [] Separated [] Widow [] Other	[] Health Ins. [] Head S		s License
[] Grandparent	Bi-Racial	[] Enrolled			C1 .: 15	
[] Related [] Not Related	[] Other	[] Planning [] None	[] No [] Iraqi Freedom	[] HIV/AIDS	onfidential Demogra Trouble []	
[] Girlfriend [] Boyfriend		[] No Basic Reading,	[] Desert Storm [] Vietnam	[] Battered Spo [] Ex-Offender		l Dependant
[] Other		Writing, Math Skills	[] Other	[] Drug Depend	ant [] Homel	ess
		,	Work Status			
[] Unknown [] Part-time [] Full-time [] Full-time (mini [] Unemployed [] Unemployed, T	mum wage) <sup>-</sup> emp. Medical Disabilit	[] Unemployed, S [] Unemployed, S [] Self-Employed [] Seasonal Work	ker	: [] Stud 6 [] Retii [] Othe [] Farn [] Migr	er	derly/Disabled)
Employm	ent Skill Status		In	ncome Sources		
[] Moderate Mark	Employment Barrier)		(Variable): /:\$	Verific Emplo	ed By:  pyer:  Date: Enc	Date:
Assets (optional data): \$ [] Health Benefit:			[]Financia	al Benefits	[] Life Insura	nce

### **COVID-19 Data Survey**

Please complete this survey in regards to how you have been impacted by the COVID-19 Pandemic due to illness (possible or determined positive for COVID-19) or due the economic impact of the COVID-19 Pandemic. Thank you.

(Check all that apply)

Testing	
Unable to get tested (COVID-19)	
Tested Positive (COVID-19) □	
	1
Economic Impact	
Loss of Income	
Increased medical expenses (COVID-	19) 🔲
Loss of employment	
I have not been directly impacted (lomedical costs) due to COVID-19	st income, been ill, had increased

### Offline EasyTrak Application (Signature Page)

### FY 2022 Federal Poverty Guidelines

For all states (except Alaska and Hawaii) and for the District of Columbia

Household Size	100 % of poverty (annual income)	125% of poverty (annual income)	150% of poverty (annual income)	200% of poverty (annual income)
1	\$13,590	\$16,988	\$20,385	\$27,180
2	\$18,310	\$22,888	\$27,465	\$36,620
3	\$23,030	\$28,788	\$34,545	\$46,060
4	\$27,750	\$34,688	\$41,625	\$55,500
5	\$32,470	\$40,588	\$48,705	\$64,940
6	\$37,190	\$46,488	\$55,785	\$74,380
7	\$41,910	\$52,388	\$62,865	\$83,820
8	\$46,630	\$58,288	\$69,945	\$93,260
+	\$4,720	\$5,900	\$7,080	\$9,440
*for each additional person, add the amount shown	*for each additional person, add the amount shown	*for each additional person, add the amount shown	*for each additional person, add the amount shown	*for each additional person, add the amount shown

### SELF DECLARATION OF NEED

I declare that to the best of my knowledge I am the only member of the household represented in the application that has applied for assistance in the program. I certify that my household meets the income guidelines of this program, and that all information concerning my income and the number of people living in my home has been disclosed during the interview. I authorize CSRA ECONOMIC OPPORTUNITY AUTHORITY, INC. to share and obtain relevant information with community partners concerning my application in order to secure additional assistance for my household. Further, I certify that all information that has been spoken or presented to CSRA ECONOMIC OPPORTUNITY AUTHORITY, INC. in order to receive assistance of any type is true and correctly represented on this application, realizing that misrepresentation is illegal. I understand that any violation of the above mentioned items will result in denial/termination of assistance and may result in fines or imprisonment.

I have been informed that I have a right to a Fair Hearing if I feel I have not been fairly treated in the determination of my eligibility for services. Further, I understand that a Fair Hearing may be requesting in writing within 10 days to CSRA ECONOMIC OPPORTUNITY AUTHORITY, INC. | 1261 GREENE ST. | AUGUSTA, GA 30901.

In Accordance with Federal Law, CSRA ECONOMIC OPPORTUNITY AUTHORITY, INC. is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability.

Applicant:	_x Date://	Social Worker:	_x Date://
Eligibility Date:/		Citizenship verified by:	



## CSRA Economic Opportunity Authority, Inc.

A Community Action Agency

1261 GREENE STREET
P.O. BOX 10104

AUGUSTA, GEORGIA 30903-2704

TELEPHONE 706-722-0493

FAX 706-722-8565

www.csraeoa.org

"An Equal Opportunity Employer"



### REQUEST FOR VERIFICATION

Your household must provide the following information to this office in order to be considered for the requested services.

□ Social Security numbers for individuals who are members of your household who are applying for assistance.

Name	Relationship to Applicant	Date of Birth	Sex	Race	Social Security Number	Pregnant? Yes/No Due Date?
	SELF	1 1				
	Spouse	/ /				
		/ /				
		/ /				
		1 1				
		/ /				

	Check stub(s), stateme	nt from employer(s)		
	Other:			
The rec				
The rec	quested information must b	be submitted by the close	or business on this	
date:	to		at the following	
addres	S:		·	
	rmation, which I have provided, is true	e and complete as far as I know. I u	nderstand I must report changes to	this information within 10 days
	e of Applicant/Authorized Rep			
Relation	ship to Applicant:			
	Mission: Levera	aging resources, Empov poverty in the C		ocating to alleviate

## O.C.G. A. § 50-36-1(e)(2) AFFIDAVIT

By executing this affidavit under oath, as an applicant for a Community Services Block Grant Program benefit, as referenced in O.C.G.A. § 50-36-1, from CSRA Economic Opportunity Authority, Inc., the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1)	I am a United States	Citizen.			
2)	I am a legal permane	ent resident of	the United S	States.	
3)	I am a qualified alien with an alien number immigration agency.			_	ion and Nationality Act ity or other federal
	My alien number is immigration agency is				urity or other federal
					older and has provided (1), with this affidavit.
The secure and	d verifiable document p	provided with	this affidavi	t can best be classifi	ied as:
makes a false violation of O.		ent statement face criminal p	or represen penalties as	tation in an affiday allowed by such crit	
			*Sign	nature of Applicant	
BEFORE ME	O AND SWORN ON THIS THE	, 20	Printe	ed Name of Applicat	nt
NOTARY PUR My Commission					

FY 2023 CSRA EOA, INc. Exhibit E

## **Georgia Department of Human Resources**

## **DECLARATION OF -0- INCOME**

I,	, have been unemployed since/	_/
And do not have any sour	Mo Day ce of income at this time.	Year
·		
The last place that I work	Name	
	Address	
	City, State & Zip Code	
I am a) not eligik	le for unemployment benefits. (State Reason)	
I am b) eligible f yet.	or unemployment benefits but have not received a	check
I am unable to work beca	ise:	
My household expenses (1	ood, utilities, rent, etc.) are currently being paid by	y <b>:</b>
	list one person not living with you that can be comemployed and have no source of income to meet yo	
Name	Phone (Work)	
Address	Phone (Home)	
City, State & Zip Code		
invalid or falsified, that I	all of the information which I have given is found can and will be required to repay the State of Geod dered to me during and under this program.	
Client's Signature	Date	_
Worker's Signature		
Verified on:	By :	
Date	Signature	<del></del>

## **Income Calculator Sheet**

## \*Always use GROSS Income never NET Income

Once a month:		Twice a month:	at 20
Enter into Easytrak as monthly	v income	Add both check stubs togeth	er to get monthly income
		and enter into EasyTrak as m	nonthly income.
Show your	work here:		
		Show your	work here:
Child current		Date	
Child support		<u>DATE</u>	<u>Amount</u>
SSDI/SSA/SSI			
Pension			
		Total for monthly	
		<u>income</u>	
Bi-Weekly:		Once a Week:	
Add stubs together, divide by		DESCRIPTION OF THE PROPERTY OF	divide by four, then multiply
to get monthly income and en	ter into EasyTrak as monthly	5 (5)	ome and enter into EasyTrak
income.	work here:	as monthly income.	work here:
Snow your	WOLK HELE.	Show your	WOIR HETE.
Date	Amount	Date	Amount
	/2		
	CARLES CONTRACTOR OF THE CONTR		/4
	X 2.1666		
			X 4.3333
	X 12		
			X 12
			/ 1 4 4

<sup>\*</sup>Each source of income must be calculated and entered into EasyTrak separately.



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## **Mandatory Mainstream Referral**

It is the standard procedure of CSRA EOA, Inc to help connect its clients to mainstream resources for which they might be eligible. A review of your file indicates you may be eligible to receive services such as Food Stamps, Child Support, WIC, TANF, Child Care Assistance, and/or Medicaid. As receipt of such benefits could offset out-of-pocket expenses and potentially improve your financial situation, we encourage you to visit https://gateway.ga.gov. Georgia Gateway is a quick and easy way for people in Georgia to get answers to questions about health and human services. If you need assistance accessing Georgia Gateway, you can call 1-877-423-4746, or you may contact me at the information below: EOA Staff Member (Print): Staff Office Phone Number: Ext. My signature below verifies that I understand the purpose of this referral and have received a copy of this referral for my reference. Family Signature Date

Mission: Leveraging resources, Empowering peOple, and Advocating to alleviate poverty in the CSRA.

**SERVING 13 CSRA COUNTIES:** Burke, Columbia, Emanuel, Glascock, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Screven, Taliaferro, Warren, Wilkes; also serving Bulloch County (Head Start only).



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## Applicant's Rights, Obligations, and Fair Hearing Process

During the face to face interview with the applicant/client or authorized representative the following requirements, rights, and obligations must be provided and explained;

- 1. The requested service, purpose, expectations of client and agency;
- 2. Categories of persons who are eligible for service;
- 3. Basis for eligibility;
- 4. Eligibility period;
- 5. Changes in client's economic circumstances;
- 6. Accuracy and correctness of eligibility reporting requirements;
- 7. Completion of eligibility information within thirty days;
- 8. Changes in economic circumstances reported within two weeks;
- Redetermination of eligibility;
- 10. Confidentiality of information; and
- 11. Fair Hearing Process.

Every applicant/client has the right to request a fair hearing if they feel they have not been fairy treated in the determination of eligibility for services by the agency.

A notification of ineligibility/termination will be provided to the applicant/client by the agency. Ten calendar days after notification is the period in which a request for fair hearing may be made by the applicant/client.

- 1. Applicant/Client's responsibilities are as follows:
  - a. Request a fair hearing in writing to the CSRA EOA, Inc.
  - b. Submit the request within the ten calendar day's notification period.

Mission: Leveraging resources, Empowering peOple, and Advocating to alleviate poverty in the CSRA.

- c. Attend the designated hearing.
- d. Secure representation by legal counsel, a friend or other spokesperson if so desired.
- 2. Agency (CSRA EOA, Inc.) responsibilities are as follows:
  - a. Assist the applicant/client in preparing a request for fair hearing, and forward to the Department Director.
  - b. Adhere to agency procedures for addressing fair hearings in a uniform manner.
  - c. Most applicant/client appeals should be resolved at the local level. In rare instances, when the applicant/client feels the issue is not resolved, the applicant/client may appeal to the Department of Human Services.

## GEORGIA DIVISION OF FAMILY AND CHILDREN SERVICES TWO PEACHTREE STREET, N.W. ATLANTA, GA 30303

The agency will inform the applicant/client of their right to appeal and assist them in preparation of their request.

I have read and understand my rights, obligations, and the fair hearing process as an applicant/client for the Community Services Block Grant Program.



Georgia Department of Human Services

Name of Individual/Consumer/Patient	Name of Individual/Consumer/Patient/Applicant			
Date of Birth				
IF AVAILABLE:				
ID Number Used by	ID Number Used by			
Requesting Agency	Releasing Agency			

I hereby request and authorize:	CSRA Economic Opportunity Authority, Inc.	
	(Name of Person or Agency Requesting Information	on)
	1261 Greene Street, Augusta, GA 30901	
	(Address)	
obtain from:		
	(Name of Person or Agency Holding the Information)	
	(Address)	
e following type(s) of information	from my records (and any specific portion thereof):	
emographic, income, hous	sing and/or employment status	
I understand that the federal P	determination, program compliance, case management  rivacy Rule ("HIPAA") does not protect the privacy of information if re-dia nation obtained from this person or agency be held strictly confidential and	
I understand that the federal P therefore request that all inform released by the recipient. I furtimy provision of this authorizati Privacy Rule and understand to	rivacy Rule ("HIPAA") does not protect the privacy of information if re-di.	d not be further conditioned upo
I understand that the federal P therefore request that all inform released by the recipient. I furtimy provision of this authorizati Privacy Rule and understand to innety (90) days unle one (1) year.  the period necessary I understand that unless otherw	rivacy Rule ("HIPAA") does not protect the privacy of information if re-di- nation obtained from this person or agency be held strictly confidential and her understand that my eligibility for benefits, treatment or payment is not ion. I intend this document to be a valid authorization conforming to all red hat my authorization will remain in effect for: (PLEASE CHECK ONE)	d not be further conditioned upo
I understand that the federal P therefore request that all inform released by the recipient. I furth my provision of this authorizati Privacy Rule and understand to innety (90) days unle one (1) year.  the period necessary I understand that unless otherw	Privacy Rule ("HIPAA") does not protect the privacy of information if re-diamation obtained from this person or agency be held strictly confidential and ther understand that my eligibility for benefits, treatment or payment is not son. I intend this document to be a valid authorization conforming to all red that my authorization will remain in effect for: (PLEASE CHECK ONE) ess I specify an earlier expiration date here:  (Date) to complete all transactions on matters related to services provided to me. wise limited by state or federal regulation, and except to the extent that active	I not be further conditioned upon fuirements of the condition of the condition on has been

(Date this authorization is revoked by Individual)

(Signature of Individual or legally authorized Representative)

Form 5459 (Rev. 7-01-16) Previous versions are obsolete and should not be used.



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### PHOTOGRAPH/VIDEO/MEDIA RELEASE FORM

I hereby grant the CSRA Economic Opportunity Authority, Incoportated (CSRA EOA, Inc.) the irrevocable right and permission to use photographs and/or video recordings of me on the CSRA EOA, Inc. website, social media sites, and other websites and in reports, publications, promotional flyers, educational materials, and presentations, or for any other similar purpose without compensation to me.

I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of the CSRA EOA, Inc.

I hereby release, acquit, and forever discharge the CSRA EOA, Inc, its current and former Board of Directors, and employees from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

I hereby warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if I am less

Signature of individual Photographed/Recorded	Date	
Printed Name of Individual Photographed/Recorded		
Signature of Witness	Date	
If individual photographed/recorded is under eighteen (18) years old completed: I have read and I understand this document. I understand a (named above), our heirs, assigns and personal representatives. I acknown and that I am the parent or guardien of the shill above.	nd agree that it is binding on	me, my child
<b>completed:</b> I have read and I understand this document. I understand a (named above), our heirs, assigns and personal representatives. I acknow	nd agree that it is binding on	me, my child
completed: I have read and I understand this document. I understand a (named above), our heirs, assigns and personal representatives. I acknown ore and that I am the parent or guardian of the child above.	nd agree that it is binding on	me, my child
completed: I have read and I understand this document. I understand a	nd agree that it is binding on vledge that I am eighteen (18	me, my child

poverty in the CSRA.



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# FORM FOR AUTHORIZED REPRESENTATIVE

(print your name here)	<u>,</u> hereby auth	orize		
(print your name here)		(print r	representative name here)	_
to represent me in acquiring			rtunity Authority, Inc./	
What is this person's relation	nship to you?			_
Representative's Informati	on:			
Name:		_ Phone:		_
Street Address:				_
City:	, State:	,	Zip:	_
Your Information:				
Name:		_ Phone:		_
Street Address:				_
City:	, State:	,	Zip:	_
Your Signature:				
Date:				

SECTION 1000 FINANCIAL ELIGIBILITY

The State Department must ensure consistent, fair and equitable treatment to all applicants. All eligible entities must comply with prescribed procedures to protect the rights of applicants. Financial eligibility is determined by household income. The cost of any services provided to ineligible persons, as determined by the State Department, shall be reimbursed by the agency.

### 1001 TYPES OF INCOME

All income received from any source by the household is considered in determining eligibility. Income received is considered to be earned, unearned or disregarded.

**Earned** is income received from wages, salaries, commissions, or in exchange for services rendered.

**Unearned** is income received from any source other than those listed above.

**Disregarded** is income not counted in the eligibility determination process, as listed under Income Disregards in section 1005.

### 1001.1 Income Determination

Eligibility based on income is determined by resolving the following series of questions:

- What is the income limit for the household?
- What is the gross monthly household income?
- What is the source of the income?
- Is the income available to the household to meet its needs?
- Is the income included or excluded?
- How often is the income received?

### 1001.12 Income Limits

Section 673(2) of the Omnibus Budget Reconciliation Act (OBRA) of 1981 (42 U.S.C. 9902(2)) requires the Secretary of the Department of Health and Human Services (HHS) to update the poverty guidelines at least annually, adjusting them on the basis of the Consumer Price Index for All Urban Consumers (CPI–U). The poverty guidelines are used as an eligibility criterion by the Community Services Block Grant program and a number of other Federal programs. The Department of Health and Human Services issues an annual update of the HHS Poverty Guidelines during January of each year to account for last calendar year's increase in prices as measured by the Consumer Price Index.

The State Department shall enforce all guidelines prescribed by HHS, as updated through the CSBG program year. Updates to the CSBG poverty guideline shall be issued annually in memorandum by the Project Administrator. The Agency shall follow the method of income determination outlined in the memorandum in determining client eligibility, and shall maintain documentation of such determination in appropriate client files. It is the responsibility of the eligible entity to ensure income limits are updated in EasyTrak annually.

### 1001.121 Re-certification of Income

All clients must be re-certified for program income eligibility <u>at least once</u> during the program year; however it is recommended that re-certification be done every ninety (90) days. For programs that re-certify every 90 days, there may be instances where a client's current income will increase and exceed the income limit for the household while enrolled in the program. Clients who are enrolled in a short- or long-term program (non-emergency assistance) should not be excluded from continuing the program due to increased income during the program.

## 1001.13 Income of Household Members Under Age 18

Income of household members under 18 years of age is not considered when determining eligibility for CSBG.

### 1002 INCOME CONSIDERATIONS

All income received by household members over the age of eighteen (18) and non-citizens (ineligible aliens) are to be considered and included in household income calculations.

## 1002.1 Non-citizen (Ineligible Alien) Income

Income of a non-citizen of the household member is applied to the income limit(s) for the household size. The income is to be included as household income, however the non-citizen should not be counted in the household count. [For example, if there are four (4) members of the household and one (1) is undocumented with a combined income of \$20,000, only three (3) household members should be considered with a total income of \$20,000.]

### 1002.2 Joint Income

- Income is included if the individual has accessibility to the home and has the legal authority to reside within the home.
- If a household member receives income jointly with another person or a group of persons, the portion that belongs to the household member is determined as follows:

43

- If there is an agreement between the parties that specifies how they will divide the income, this agreement is used to determine the amount of income to consider.
- If there is no agreement, a pro rata share of the income is counted to the member whose income is being considered.

### 1002.21 Definition of a Household Member

Income is included if the individual has accessibility to the home and has the legal authority to reside within the home.

## 1002.3 Bankruptcy

Bankruptcy is a condition whereas a debtor, either voluntarily or invoked by a creditor, is judged legally insolvent, and the debtor's remaining debt(s) is administered and distributed to his/her creditors.

Income directed to pay creditors in a bankruptcy should not be deducted from gross income in the budget, unless the income is otherwise exempt by policy.

### 1002.4 Garnishments

Garnishment is a condition whereas a debtor has wages/monies withheld by an employer/entity to pay a debt owed to a third party.

Income directed to pay creditors via garnishment should not be deducted from gross income in the budget, unless the income is otherwise exempt by policy.

### 1003 VERIFICATION OF INCOME

The customer should provide verification from the payment source. If the customer cannot obtain the verification, the agency may request it directly from the payment source. Verification can be obtained from a collateral source, a person who has knowledge of the income, if verification cannot be provided by the payment source. Income is calculated on gross wages, less any income disregards. Certain types of income should be disregarded as income when calculating the eligibility of potential clients. These income inclusions and exclusions are listed as follows:

Type of Income	Details and How to Verify	Include	Exclude
Adoption	Unearned payment received for the adoption of certain	X	
Assistance	children, verify from adoption agency or award letter		
Advance Payment	Unearned payment received for future expenses or EARNED prepayment of salary or wages. Verify by check stub or letter	X	
Agent Orange	Unearned payment made to Vietnam Veterans exposed to	V	
Payment	Agent Orange or to their survivors. Verify by award letter or statement from Veterans Administration.	X	
	Unearned court ordered payment from former spouse. Use		
Alimony	copy of Court Order or check.	X	
Annuity	Unearned payment received from an investment plan. Use annual or quarterly statements from source.	X	
Blood	Earned money received from sale of blood. Verify payment rate from buying institution.	X	
Boarder	Rent paid by a roomer. All rent over the first \$70.00 per month is considered as earned income. Person not included in determining household size.	Х	
Bonus	Earned treat as salary or wage	X	
Capital Gains	Earned or unearned profits for sale of capital assets such as real estate, stocks. A capital gain is realized when the asset sold has increased in value from the original purchase price.	X	
Child Support	Unearned income received from an absent parent for the support of their child(ren). Verify by court order, probation office, directly from absent parent, Office of Child Support Enforcement	X	
Commission	Earned payment in exchange for services. Count and verify as wages	X	
Contribution/Cash gift	Unearned money given to household member. Verify by statement from contributor or statement from client	X	
Disability Payment	Unearned payment from an insurance company paid to employee due to illness or disability.	X	
Dividend	Unearned share of company profits. Use financial statements from company	X	
Donation	Unearned.	X	
Farm Income	Gross receipts minus operating expenses from the operation of a farm by a person on his/her own account, as an owner, renter or sharecropper. Gross receipts include the value of all products sold, government crop loans, money received from the rental of farm equipment to others, and incidental receipts from the sale of wood, sand, gravel and similar items. Operating expenses include the cost of feed, fertilizer, seed, and other farming supplies, cash wages paid to farmhands, depreciation charges, rent, interest on farm taxes (not state or federal income taxes), and similar expenses.  The value of fuel, food or other farm products used for family living is not included as part of net income.	X	
Interest	Unearned money received from investments. Use financial statement from paying institution. The first \$25.00 in interest is disregarded.	X	
Irregular income	Unearned or Earned money that is received on an unpredictable or infrequent basis. Compute quarterly income, divide by 12 weeks to determine weekly average, multiply by 4.3333	X	

Type of Income	Details and How to Verify	Include	Exclude
Job Corps	Earned income includes Living Allowance, Readjustment allowance. Unearned income includes Allotments sent to a dependent child.	X	
Lottery Winnings	Unearned sum of money paid as a prize in a game of chance. Budget in the month of receipt.	X	
Military Allotment	Unearned payment paid to spouse or dependent child of military personnel.	X	
National Guard and Reserve Pay	Earned Income. Verify with check stub or military documents.	X	
Pension	Unearned payment received regularly as a retirement benefit	X	
Rental Income	Earned income received on property owned by a household member and rented to others. Use lease or rental agreement to verify.	X	
Roomer	Earned payments received for room only. Do not include roomer in household size. Include amount over \$30 monthly as income.	X	
Severance Pay	Earned payment received from an employer upon termination of employment	X	
Sick Pay	Earned income paid from payroll to employee when out of work because of illness. Use check stubs Unearned when paid by insurance company or other source. Use check stubs or financial statement from institution.	X	
Social Security Benefits (RSDI)	Unearned Retirement, Survivors, Disability Insurance received from the Social Security Administration. Use award letter for gross amount of check	X	
Strike Benefits	Unearned income received by individuals on strike. Use check stubs, statement from union or financial institution	X	
Supplemental Security Income (SSI)	Unearned Benefits paid by the Social Security Administration for Aged, Blind or Disabled person. Use award letter as verification or copy of check.	X	
Temporary Assistance for Needy Families (TANF)	Unearned cash payment.	X	
Tips	Earned income. Use tax documents, self-declaration or employer's statement	X	
Training Allowance	Earned payments received from vocational/rehabilitation programs not intended for reimbursement.	X	
Unemployment Compensation	Unearned benefits received from the Department of Labor by unemployed persons. Use copy of check or award statement to verify.	Х	
Vacation Pay	Earned. Employer incentive shown as wages.	X	
Veterans Benefits	Unearned benefits received from VA for disability, survivor benefits, and education.	X	
Wages/salary	Earned income, received for work or services.	Х	
Workers Compensation	Unearned benefits received periodically from private or public insurance companies for injuries incurred at work. (The cost of this insurance must have been paid by the employer and not the individual).	X	

Type of Income	Details and How to Verify	Include	Exclude
Property Sale	Money received from the sale of property such as a house or car (unless the person was engaged in the business of selling such property, in which case the net proceeds would be counted as income from self-employment)		X
Bank Withdrawals	Withdrawal from bank deposits		X
Borrowed Funds	Money borrowed		X
Income Tax Credits/Returns	Tax refunds		X
Inheritances	Lump sum inheritances or insurance payments		X
SNAP Benefits	The value of the benefit from Supplemental Nutrition Assistance Program (SNAP) formerly known as Food Stamps		X
Donated Food	The value of USDA donated foods (surplus commodities)		X
Uniform Location Assistance	The value of funds received for real property acquired from displacement in connection with federally funded projects. See Uniform Act of 1970.		x
Minor Income	Earnings of a child in the household under 18 years of age		X
Restricted Funds	Loans and grants, such as obtained and used under conditions that preclude their use for current living costs		X
Education Income	Any grant or loan to any undergraduate student for educational purposes (includes HOPE scholarships, PELL Grants, National Defense Student Loans, and Guaranteed Student Loans		x
Value of Produce	Home produce used for household consumption		X
Other Care Payments	TANF Foster Care or Nursing Home Vendor Payments made to a provider on behalf of an adult or child		x
Payments to Institution	Payments made to an institution by a relative of a recipient or other person for the cost of institutionalization of that recipient		X
VISTA	Payments to VISTA volunteers regardless of age		X
Job Training Partnership Act	Earnings received by any youth (up to 21 years of age) through the JTPA Program		X
Older Americans Act	Benefits received from elderly volunteers and nutritional programs operated under the Older Americans Act		x
LIHEAP Funds	Assistance provided by Community Action Agencies to prevent fuel cut-offs or to promote energy efficiency under the Emergency Energy Conservation Services Act		x
Foster Care/Adoption Supplement	Foster Care payments, Adoption Supplement Payments		X

Type of Income	Details and How to Verify	Include	Exclude
Roomers/Boarders	Income from roomers under \$30.00 per month and boarders under \$70.00 per month		X
Savings/Bonds	Earnings and interest on savings or bonds amounting to \$25.00 or less per month		х
Disability Care	Any wages, allowances or reimbursement for transportation and attendant care costs when received by an eligible disabled individual employed in a project under the Rehabilitation Act of 1973		X
Trust Funds	Funds held in trust for any individual in the satisfaction of a judgment of the Indian Claims Commission		х
Alaska Native Settlement Act	Payments made pursuant to the Alaska Native Claims Settlement Act		х
Job Provided Meals	Meals furnished on the job by the employer		X
Casual Earnings \$5.00 or less from casual earnings when work opportunities are unpredictable			Х
Health Premiums	Premiums (amount spent on premiums paid by Social Security received by Medicare)		х
HUD Utility Allowances	Utility Allowances as furnished through the HUD housing program		X
Emergency Disaster Relief	Disaster Relief payments		X
Guardianship Subsidy	Relative Care Subsidy and Subsidized Guardianship program income received for the support for children previously in DFCS custody		X

## 1003 CALCULATION OF INCOME

Income should be calculated as follows:

<u>Frequency</u>	Conversion
Weekly	Multiply by 4.3333
Bi-weekly	Multiply by 2.1666
Semi-monthly	Multiply by 2
Quarterly	Divide by 3
Semi-Annually	Divide by 6
Unemployment Income	Multiply by number of benefit weeks, then divide by 12
Irregular	Determine 12 month total, then divide by 12
Self-Employment	Tax Statements, Deduct the cost of doing business, then divide by 12

### 1101 CLIENT ELIGIBILTY

Complete, accurate and timely eligibility determination, application processing, payment of services, and referral for service is crucial for the CSBG Program. Eligible entities must complete an application for all persons who request assistance through the Community Services Block Grant Program. Approval for services is based on funds available.

All households have the right to apply for services and must be given the opportunity to make an application. Eligibility is determined for a household or a family unit. Eligibility, once established is effective for twelve (12) months, unless circumstances change which makes the person ineligible. Persons with Limited English Proficiency must have equal access to all benefits and services.

## 1101.1 Basic Eligibility Criteria

The applicant must meet the basic eligibility criterion below:

- Households must be at or below 125% of the Federal Poverty Guidelines
- Household applicant must be a US citizen or a legally admitted alien with a social security card (see Citizenship).
- Households applying for assistance must reside in the geographic area serviced by the service provider

### 1101.2 Household Composition

The applicant must be a member of the household and must provide information on all individuals living in the household. The information must include:

- Name
- Relationship to the head of household
- Age/Date of Birth
- Social Security Number
- Income

### 1101.21 Household Members to Include

In addition to the applicant and adults over the age of eighteen (18), be sure to include the following:

- Dependents such as children, adopted children, grandchildren under 18
- Disabled sibling(s) or parent(s)
- A spouse that utilizes the home as a place of permanent residency
- Siblings over age 18 must be included

 Roomers should not be included in the household count however their income should be included in household income calculations

## 1101.22 Separate Households

If several households live together at the same address but maintain separate cooking and eating facilities or arrangements then they can be considered as separate households and each is eligible to apply for CSBG services.

The agency will accept the head of household's written statement regarding members of the household and their status as a separate household with a corroborating signature of the other head of household.

A Separate Household may also include:

- A teenage parent under age eighteen (18) living on their own
- A teenage parent who is living as a separate household in another household with other unrelated adults.

### 1101.3 Social Security Information

A social security number must be provided for every member of the household. Examples of documents that may be used to verify Social security numbers are:

- Social security card
- Social security or SSI award letter (must show name, date of birth, and social security number)
- Screening on SUCCESS to see if a valid SSN is in system
- Other service record if SSN has been verified (e.g., Energy Assistance Application)

If a new baby does not have a SSN, the household has to verify that an application has been made for a SSN. A copy of the document used to show social security information must be kept in each applicant client's file for every member of the household. A household may not be able to provide verification of a SSN in cases of a fire or natural disaster. In these instances, the household's statement is acceptable.

### 1102 CITIZENSHIP

If the applicant client cannot / does not verify citizenship/legal alien status for all members of the household, intake workers should process the application counting all income from the ineligible applicant. Do not include applicant in household count. Undocumented parents are ineligible for program consideration, but they may apply on behalf of documented minor children. The parent's income will be counted in the eligibility determination but the undocumented parent(s) will not be included in the household count.

### 1102.1 Citizenship Status Eligible for Program Consideration

### United States Citizens:

- born in one of the 50 states,
- the District of Columbia,
- Puerto Rico,
- Guam,
- the US Virgin Islands, or,
- fulfilled all requirements and completed the process of naturalization

### Immigrant (Legal) Aliens:

- admitted to the US for lawful permanent residence,
- Cuban/Haitian Entrants,
- asylees,
- parolees,
- persons granted amnesty
- conditional entrants

### Non-Immigrant Aliens:

- admitted to the US for lawful temporary residence
- admitted for temporary employment
- tourists
- foreign students and diplomats

### 1102.2 Citizenship Status Ineligible for Program Consideration

### **Undocumented Aliens:**

- not in the US lawfully
- residing in the US without INS documentation
- in violation of the terms of a non-immigrant visa

### 1102.3 Non-English Speaking Households

The eligible entity must ensure that all lawfully admitted aliens with Limited English proficiency have access to the program by providing one or more of the following:

- provide outreach information in languages specific to those persons
- hire or have access to bilingual staff
- contract interpreter services
- utilize community volunteers/ethnic organizations
- utilize the Language Line



## **CERTIFICATE OF DISTRIBUTION**

## TO: State Revenue Commissioner

Taxes, the governing the combination	rning authorities for the ous with the boundaries	l Assembly, effective January qualifying municipalities and of <u>McDuffie</u> Count and use tax generated in suc	the county y hereby ce	located within the special ertify that the proceeds of
City of _	Thomson	shall receive	32	%
City of _	Dearing	shall receive _	1.25	%
County o	f McDuffie	shall receive _	66.75	%
municipalities ly are 'qualified my recipients are 'qualified my Executed on behalority of the agents.	ing wholly or partly in the unicipalities,' as that ter ualified' and so may receinalf of the governing authoggregate population of al	nd cities, acting through their e tax jurisdiction have been g m is used in the Act, and the ive distribution from the proces norities of the qualifying munical l qualifying municipalities local	iven an opp pat all muni- eds of the ta cipalities rep ated within t	ortunity to show that they cipalities listed herein as ax.  presenting not less than a he special district and the
<b>3</b>		MAYOR OF THE C	ITY OF THOMS	ON
		CHAIRMAN BOARD OF	COMMISSION	ERS OF MCDUFFIE COUNTY

### **STAFF REPORT**

October 3, 2022 COMMISSIONERS' WORK SESSION:

**COMMISSIONERS' MEETING:** October 5, 2022

DATE:

September 28, 2022

TO:

**Board of Commissioners** 

FROM:

David R. Crawley, County Manager

ISSUE:

Discussion Concerning Exterior Cameras at the Boys and Girls Club.

Vandalism to the exterior of the Boys and Girls Club facility continues to be an **BACKGROUND:** issue. Multiple exterior windows need to be replaced. We are currently working to add additional exterior lighting. Security cameras have also been recommended. Three options are presented below for consideration:

Option	Number of Cameras	Cost
1	2 Interior 4 Exterior	\$17,956.79
2	2 Interior 4 Exterior	\$23,322.79
3	2 Interior 8 Exterior	\$26,685.94

### **FACTS AND FINDINGS:**

1. The proposed system would be the same system we operate at our current facilities.

2. Option 3 eliminates any blind spots to the system.

### **ALTERNATIVES:**

1. The Board agrees to move forward with the purchase of the camera system.

2. The Board does not agree to move forward with the purchase of the camera system.

**FUNDING:** 

Funding provided through multiple sources.

POLICY ANALYSIS: None.

**RECOMMENDATION:** Staff recommends the Board adopt Alternative # 1 with Option 3.

**ATTACHMENTS:** 

**Proposal Options.** 



# Boys and Girls Club Cameras

Quote # CM-001829 Version 1

Thomson-McDuffle Government

Ches Minter



## Fortinet

Description		Price	Qty	Ext. Price
The state of the s	Firewall			
FG-61F-BDL- 950-12	Hardware plus 1YR FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$1,234.00	1	\$1,234.00
RM-FR-T15	RACKMOUNT.IT FortiRack Rackmount Kit - For Firewall - 1U Rack Height x 19" Rack Width - Rack-mountable - Signal White	\$150.00	1	\$150.00
	Switch			
FS-124E-POE	L2+ managed POE switch with 24GE +4SFP, 12 port POE with max 185W limit and smart fan temperature control	\$694.00	1	\$694.00
÷ .	Cameras	e j		
FCM-CD55	5 Megapixel Fixed Dome IP Camera, 20m IR LED, 2.7 - 13mm motorized lens, 1x 10/100 port with 802.3af PoE, Audio, HDR, Wifi, BLE, Vandal proof, Indoor/Outdoor Use, Rated IP67	\$405.00	. 2	\$810.00
FCM-FB50	5 Megapixel Bullet IP Camera, 30m IR LED, 2.8 - 12mm motorized lens, 1x 10/100 port with 802.3af PoE, Audio, Vandal proof, Indoor/Outdoor Use, Rated IP66	\$441.00	4 :	\$1,764.00
FCM-FB5-JBX-	JUNCTION BOX KIT for FCM-FB50 or -FD50. (set of 4)	\$251.00	1	\$251.00
	NVR	: :		
FRC-400F	Network Video Recorder - 3x GE RJ45 ports, 1x4TB (4x8TB max) storage, 64ch	\$2,942.00	1	\$2,942.00
FC-10-FK4HF- 247-02-12	1YR FortiCare Premium Support	\$856.00	1 .	\$856.00
••		S	ubtotal:	\$8,701.00
Option - Ha	rdware w/ 5YR FortiCare			* Optional
Description		Pilce	Ωty	Ext. Price
or an ing ng tha ta ta barakana na ina Madan ng Madan ng Ng mga ng	Firewall			

Description	Firewall	Pios Approximation	Qty	Exi Pfice
FG-61F-BDL- 950-60	Hardware plus 5YR FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$3,177.00	1	\$3,177.00
RM-FR-T15	RACKMOUNT.IT FortiRack Rackmount Kit - For Firewall - 1U Rack Height x 19" Rack Width - Rack-mountable - Signal White	\$150.00	1	\$150.00
	NVR			



Option - Ha	rdware w/ 5YR FortiCare			* Optional
Description		Price	Qty	Ext. Price
FRC-400F	Network Video Recorder - 3x GE RJ45 ports, 1x4TB (4x8TB max) storage, 64ch	\$2,942.00	1	\$2,942.00
FC-10-FK4HF- 247-02-60	5YR FortiCare Premium Support	\$4,279.00	1	\$4,279.00
		* Optional Su	ubtotal:	\$10,548.00
UPS Batter	y Backup			
Description		Price	Qty	Ext. Price
EP1000R=	UPS Battery Backup	\$630.00	1	\$630.00
EP1000R	Orion Power SystemsEdge Pro 1000VA/600watts		1	
OPS-SNMP4	SNMP Network Management Card		1	
Shipping	Shipping		1	
		Su	ubtotal:	\$630.00
Cabling				
Description		Price	Qv	Ext. Price
MATERIAL	Cabling material for cameras	\$2,697.88	1	\$2,697.88
LABOR	Cabling labor for cameras	\$2,927.91	1	\$2,927.91
		St	ubtotal:	\$5,625.79
Engineering	g Services			
Description		Price	Qty	Ext. Price
ENGINEERING	Engineering Services	\$3,000.00	1	\$3,000.00
		Su	ubtotal:	\$3,000.00
Statement of	of Work			

Install 2 FCM-CD55 cameras & cabling inside the building Install 4 FCM-FB50 cameras w/ back boxes & cabling outside the building





Install wall-mount cabinet

1	
R01	opeder, complete en en en elektrone rekonding. De de en
R02	Firewall
RO3	24-port patch panel
R04	Switch
R05	FRC-400F FortiRecorder
R06	averatenin kurtaren
RO7	et ja kontraktet kontraktion ja et kantaliset ja ja kontraktion ja ja kontraktion ja ja ja kontraktion ja ja j Kontraktion ja
R08	
R09	Rack-Mount Shelf
R10	2U UPS Battery Backup
R11	
R12	
•	

Install & configure firewall
Install & configure switch
Install & configure FortiRecorder
Install UPS battery backup



## Boys and Girls Club Cameras



Prepared by:

### 1 Accord Technologies

Chris Minton (478) 456-1480 Fax (678) 433-9169 chris.minton@1accord.com Prepared for:

### Thomson-McDuffie Government

210 Railroad Street IT Department Thomson, GA 30824 Robert Spurlin

robert.spurlin@thomson-mcduffie.gov

### Quote information:

Quote #: CM-001829

Version: 1

Delivery Date: 08/29/2022 Expiration Date: 09/07/2022

## **Quote Summary**

	Total: \$17,956.79
Engineering Services	\$3,000.00
Cabling	\$5,625.79
UPS Battery Backup	\$630.00
Fortinet	\$8,701.00
Description	Amount

## \*Optional Expenses

	Optional Subtotal: \$10,548.00
Option - Hardware w/ 5YR FortiCare	\$10,548.00
Description	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## 1 Accord Technologies

## Thomson-McDuffie Government

Signature:	Chis Minten	Signature:	
Name:	Chris Minton	Name:	Robert Spurlin
Title:		Title:	
Date:	08/29/2022	Date:	



# Boys and Girls Club Cameras

Quote # CM-001829 Version 2

Thomson-WcDuffie Geveriment

Chris Minters



## Fortinet

Description		Price	Qty	Ext. Price
	Firewall			
FG-61F-BDL- 950-60	Hardware plus 5YR FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$3,177.00	1	\$3,177.00
RM-FR-T15	RACKMOUNT.IT FortiRack Rackmount Kit - For Firewall - 1U Rack Height x 19" Rack Width - Rack-mountable - Signal White	\$150.00	1	\$150.00
	Section Subtotal Switch	134744141 112774		\$3,327.00
FS-124E-POE	L2+ managed POE switch with 24GE +4SFP, 12 port POE with max 185W limit and smart fan temperature control	\$694.00	1	\$694.00
	Cameras		•	
FCM-CD55	5 Megapixel Fixed Dome IP Camera, 20m IR LED, 2.7 - 13mm motorized lens, 1x 10/100 port with 802.3af PoE, Audio, HDR, Wifi, BLE, Vandal proof, Indoor/Outdoor Use, Rated IP67	\$405.00	2	\$810.00
FCM-FB50	5 Megapixel Bullet IP Camera, 30m IR LED, 2.8 - 12mm motorized lens, 1x 10/100 port with 802.3af PoE, Audio, Vandal proof, Indoor/Outdoor Use, Rated IP66	\$441.00	4	\$1,764.00
FCM-FB5-JBX-	JUNCTION BOX KIT for FCM-FB50 or -FD50. (set of 4)	\$251.00	1	\$251.00
	Section Subtotal  NVR		e Vicensi	\$3,519.00
FRC-400F	Network Video Recorder - 3x GE RJ45 ports, 1x4TB (4x8TB max) storage, 64ch	\$2,942.00	1	\$2,942.00
FC-10-FK4HF- 247-02-60	5YR FortiCare Premium Support	\$4,279.00	1	\$4,279.00
	Section Subtotal			\$7,221.00
en de la companya de La companya de la co	Section Subtotal		ıbtotal:	\$14,067.00
Option - Ha	rdware w/ 1YR FortiCare			* Optional
Description	Firewall	Price	Qty	Ext. Price



**维维斯** 等数据 2.000 1.000

Option - Ha	rdware w/ 1YR FortiCare			* Optional
Description		Price	Qty	Ext. Price
FG-61F-BDL- 950-12	Hardware plus 1YR FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$1,234.00	1	\$1,234.00
RM-FR-T15	RACKMOUNT.IT FortiRack Rackmount Kit - For Firewall - 1U Rack Height x 19" Rack Width - Rack-mountable - Signal White	\$150.00	1	\$150.00
	Section Subtotal NVR			\$0.00
FRC-400F	Network Video Recorder - 3x GE RJ45 ports, 1x4TB (4x8TB max) storage, 64ch	\$2,942.00	1	\$2,942.00
FC-10-FK4HF- 247-02-12	1YR FortiCare Premium Support	\$856.00	1	\$856.00
	Section Subtotal	The state of the s		\$0.00
	o de la compositión de la compositión La compositión de la	* Optional S	ubtotal:	<b>\$</b> 5,182.00
UPS Batter	y Backup			
Description		Price	Qty	Ext. Price
EP1000R=	UPS Battery Backup	\$630.00	1	\$630.00
EP1000R	Orion Power SystemsEdge Pro 1000VA/600watts		1	
OPS-SNMP4	SNMP Network Management Card		1	
Shipping	Shipping		1	
		S	ubtotal:	\$630.00
Cabling				
<b>Description</b> MATERIAL	Cabling material for cameras	<b>Price</b> \$2,697.88	Qty 1	<b>Ext. Price</b> \$2,697.88
LABOR	Cabling labor for cameras	\$2,927.91	1	\$2,927.91
		S	ubtotal:	\$5,625.79
Engineering	g Services			
Description		Price	Qtv	Ext Price
	Engineering Services	\$3,000.00	1	\$3,000.00



## **Engineering Services**

Description Price Qty Ext. Price

Subtotal: **\$3,000.00** 

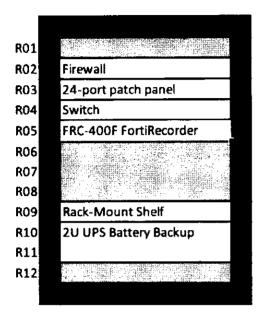
## Statement of Work

Install 2 FCM-CD55 cameras & cabling inside the building Install 4 FCM-FB50 cameras w/ back boxes & cabling outside the building



Install wall-mount cabinet





Install & configure firewall
Install & configure switch
Install & configure FortiRecorder
Install UPS battery backup



## Boys and Girls Club Cameras



1 Accord Technologies Chris Minton (478) 456-1480 Fax (678) 433-9169 chris.minton@1accord.com

### **Thomson-McDuffie Government**

210 Railroad Street IT Department Thomson, GA 30824 Robert Spurlin

robert.spurlin@thomson-mcduffie.gov

## tin a transfer title a. Quote #: CM-001829

Version: 2

Delivery Date: 08/29/2022 Expiration Date: 09/07/2022

Quote	Summary
-------	---------

<b>Amount</b> 067.00
630.00
625.79
00.00
,322.79
6

## \*Optional Expenses

Description		Design R	One-Time
Option - Hardware w/ 1YR FortiCar	Э		\$5,182.00

Optional Subtotal:

\$5,182.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

1 Accord Technologie	es
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## Thomson-McDuffie Government

Signature:	Chris Minten	Signature:	
Name:	Chris Minton	Name:	Robert Spurlin
Title:	<u> </u>	Title:	
Date:	08/29/2022	Date:	



# **Boys and Girls Club Cameras**

Quote # CM-001829 Version 3

Thomson-McDuffie Government

Thick Middle



## **Fortinet**

Description	en ogsaserviše paksaks sastažio at tipo ištorije ištorije ištorije. Firewall	Price	e <b>Qty</b>	Ext. Price
FG-61F-BDL- 950-60	Hardware plus 5YR FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$3,177.00	1	\$3,177.00
RM-FR-T15	RACKMOUNT.IT FortiRack Rackmount Kit - For Firewall - 1U Rack Height x 19" Rack Width - Rack-mountable - Signal White	\$150.00	1	\$150.00
	Section Subtotal Switch			\$3,327.00
FS-124E-POE	L2+ managed POE switch with 24GE +4SFP, 12 port POE with max 185W limit and smart fan temperature control	\$694.00	1	\$694.00
	Cameras			
FCM-CD55	5 Megapixel Fixed Dome IP Camera, 20m IR LED, 2.7 - 13mm motorized lens, 1x 10/100 port with 802.3af PoE, Audio, HDR, Wifi, BLE, Vandal proof, Indoor/Outdoor Use, Rated IP67	\$405.00	2	\$810.00
FCM-FB50	5 Megapixel Bullet IP Camera, 30m IR LED, 2.8 - 12mm motorized lens, 1x 10/100 port with 802.3af PoE, Audio, Vandal proof, Indoor/Outdoor Use, Rated IP66	\$441.00	8	\$3,528.00
FCM-FB5-JBX-	JUNCTION BOX KIT for FCM-FB50 or -FD50. (set of 4)	\$251.00	2	\$502.00
in the execution of the second	Section Subtotal And	e de la		\$5,534.00
FRC-400F	Network Video Recorder - 3x GE RJ45 ports, 1x4TB (4x8TB max) storage, 64ch	\$2,942.00	1	\$2,942.00
FC-10-FK4HF- 247-02-60	5YR FortiCare Premium Support	\$4,279.00	1	\$4,279.00
and growing and a	Section Subtotal (1) the section of		Subtotal:	
Option - Ha	rdware w/ 1YR FortiCare			* Optional
Description	Firewall	Price	Qly 🦼	Ext. Price



Option - Ha	rdware w/ 1YR FortiCare			* Optional
Description		Price	Qty	Ext Price
FG-61F-BDL- 950-12	Hardware plus 1YR FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$1,234.00	1	\$1,234.00
RM-FR-T15	RACKMOUNT.IT FortiRack Rackmount Kit - For Firewall - 1U Rack Height x 19" Rack Width - Rack-mountable - Signal White	\$150.00		\$150.00
	Section Subtotal		*** *: #	\$0.00
**	NVR	1 198	uri urikan dagi H	e Ber Bereit, de la
FRC-400F	Network Video Recorder - 3x GE RJ45 ports, 1x4TB (4x8TB max) storage, 64ch	\$2,942.00	1	\$2,942.00
FC-10-FK4HF- 247-02-12	1YR FortiCare Premium Support	\$856.00	1	\$856.00
	Section Subtotal	* Optional S	Subtotal:	\$0.00 \$5,182.00
UPS Batter	y Backup			
Description		Price	Qty	Ext. Price
EP1000R=	UPS Battery Backup	\$630.00	1	\$630.00
EP1000R	Orion Power SystemsEdge Pro 1000VA/600watts		1	
OPS-SNMP4	SNMP Network Management Card		1	
Shipping	Shipping		1	
		S	Subtotal:	\$630.00
Cabling				
Description MATERIAL	「日本日本の本本の本本の本本の本の本の本の本の本の本の主要の Cabling material for cameras	<b>Price</b> \$2,777.89	Qty 1	<b>Ext. Price</b> \$2,777.89
LABOR	Cabling labor for cameras	\$4,196.05	1	\$4,196.05
		S	iubtotal:	<b>\$</b> 6,973.94
Engineering	g Services			
<b>Description</b> ENGINEERING	Engineering Services	<b>Price</b> \$3,000.00	<b>Qty</b>	<b>Ext. Price</b> \$3,000.00



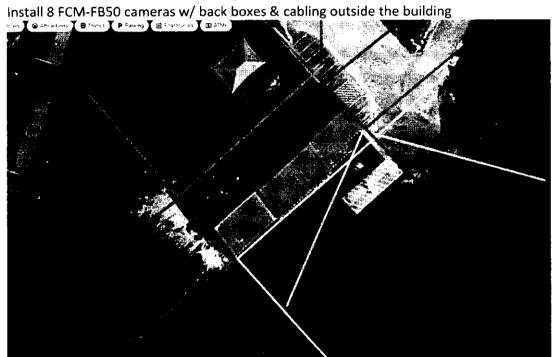
## **Engineering Services**

Description Price City Ext. Price

Subtotal: \$3,000.00

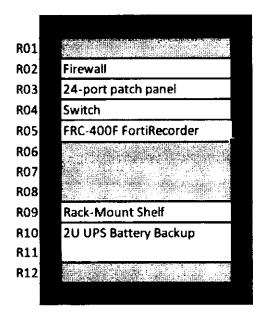
## Statement of Work

Install 2 FCM-CD55 cameras & cabling inside the building



Install wall-mount cabinet





Install & configure firewall Install & configure switch Install & configure FortiRecorder Install UPS battery backup



## Boys and Girls Club Cameras



Prepared by:

# 1 Accord Technologies Chris Minton

(478) 456-1480 Fax (678) 433-9169 chris.minton@1accord.com Prepared for:

### **Thomson-McDuffie Government**

210 Railroad Street IT Department Thomson, GA 30824 Robert Spurlin

robert.spurlin@thomson-mcduffie.gov

Quote Information:

Quote #: CM-001829

Version: 3

Delivery Date: 08/30/2022 Expiration Date: 09/07/2022

## **Quote Summary**

Description	Amount
Fortinet	\$16,082.00
UPS Battery Backup	\$630.00
Cabling	\$6,973.94
Engineering Services	\$3,000.00
	Total: \$26,685.94
** ! !	

## \*Optional Expenses

• •			***		 	Optional Subto	tal	\$5,182.00
Option - Ha	rdware w/ 1	YR FortiCar	e					\$5,182.00
Description								One-Time

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## 1 Accord Technologies

## Thomson-McDuffie Government

Signature:	Chis Mitm	Signature:	
Name:	Chris Minton	Name:	Robert Spurlin
Title:		Title:	
Date:	08/30/2022	Date:	

## McDuffie County Animal Services re-opening plan

### First phase - Leadership

Estimated time – 4-6 weeks

- Complete renovation work.
- Establish mission for animal services, ie., what do county leaders want from the department?
- Establish contract with new supervising veterinarian
- Hire new full-time director at least one month prior to shelter opening (currently in proposed budget)
  - Allow new director to hire part-time staff
  - Work with new director to create plan services/protocols for shelter
    - Visit/connect with other shelters (Columbia County, Dublin, etc.)
      - Services offered
      - Intake processes
      - Tracking processes
      - Volunteer procedures
  - Meet with rescues
  - Establish best practices
  - o Begin volunteer recruitment/screening

### Second phase - Implementation

Estimated time – 4 weeks

- Hire shelter technician
- Volunteer training
- Shelter clean-up/organization

### Third phase - Opening

Target date - December 1

- Open House/Grand Opening
- Connect with local businesses and other organizations

### **Overall Goals/projects**

- Less euthanization
  - o Goal: Less than 10% to qualify as a no-kill shelter
- More adoptions
  - Open house/events at shelter
  - Expanded hours
  - Events at stores
    - Tractor Supply
  - Community events
  - Utility bill inserts

- o Web page
  - Photos of animals
  - Policies
  - Shelter needs
  - Volunteer opportunities
- o Social media
- More partners
  - o Third-party rescues
  - o Business
- Increased use of volunteers
- Community education
  - o Care of animals
  - Disease prevention
  - Vaccine, spay/neuter events
- Improved processes
  - o Better/duplicate documentation
    - Provide ability to "fact check" paperwork
    - Monthly report to commission
    - Weekly report to supervisor
  - o Photo ID system for animals
  - Loop closure for adoptions
    - Vaccinate/spay-neuter animals prior to adoption
      - Spay/neuter appointments
      - Vaccinations, vet appt, etc.
    - Partner with vet to offer vaccination/ spay services with discount for adoption
  - o Limited/diversified access for rescues
    - Limit number of rescues per month
    - If threshold hit, provide rescue registration proof

### Staffing notes:

New vet – Draft agreement

- Clearly delineate services/fees
- Set expectations
- o Out clause
- o Review plan

### September 29, 2022

As Chairman of the McDuffie County Board of Commissioners, I wholeheartedly support the Augusta Regional Airport's efforts to add more development opportunities at the airport. While such development would certainly provide additional career opportunities for residents of the Augusta area, it will also help spur economic growth and improve the overall quality of life for the region.

At the same time, I would like to offer the support of the Thomson-McDuffie Regional Airport (HQU) for any private aircraft overflow needs AGS may have. Our designated regional airport has a 5,500-foot runway, adequate hangar space, an Instrument Landing System and is only 30 minutes from your airport along Interstate 20.

If we can ever be of assistance, please feel free to call me.

Sincerely,

Charles G. Newton, IV Chairman

# **Lighting Services Agreement**



Customer Le	egal Name	MCDUFFIE	CO BD OF	СОММ	DBA GOVERNMENT COMPLEX		
Service Add	ress 210	RAILROAD	ST THOMS	ON GA 30824	County McDuffie - GA		
Mailing Address 337 MAIN ST ATTN: FINANCE DEPT THOMSON GA 30824							
Email dcrawley@thomson-mcduffie.net Tel # 912-657-4175 Alt Tel #							
Tax ID# 00	000			Business Description			
Existing Customer  Yes  No  If Yes (and if possible), does customer want the Service added to an existing account?  Yes  No  If Yes, which Account Number? 09785-61036							
Selected Components							
Action Qty Wattage Type					Description		
INS	38	70	LED	Post Top			
Service Cost (\$)		Regulated Cost (\$)*		Monthly Cost (\$)*		Term (Months)	1
\$570.00		\$0.00		\$570.00		Term (Wortins)	
on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.  Project Notes:							
Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.  Customer also agrees to allow removal of existing lights. Yes N/A							
Type	Custom	er Tarif	f Conte	nt		Pre-Paymen	t (\$)
NESC	Gov	Metere	ed			\$0.00	
Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.							
Customer Authorization					Georgia Power Authorization		
Signature:					Signature:		
Print Name:					Print Name: Robert Sapp		
Print Title:				Pri	Print Title: Account Exec		
Date:					Date:		

### TERMS and CONDITIONS (Lighting - Governmental Service)

- Agreement Scope. This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
- 2. <u>Term and Termination</u>. The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
- 3. Intent and Title. This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
- 4. Payment. GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
- 5. Premises Activity. Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to:
  (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
- 6. Installation and Underground Work. Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - A. <u>Customer Work.</u> If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
  - B. Underground Facility/Obstruction Not Subject to Dig Law. Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
  - C. <u>Unforeseen Condition</u>. The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
- 7. GPC Asset Protection and Damage. Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
- 8. Pole Attachments. Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
- Interruption of Service. Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <a href="https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html">https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html</a>.
- 10. <u>Disclaimer; Damages.</u> GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
- 11. Risk Allocation. Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
- 12. Georgia Security, Immigration, and Compliance Act. Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
- 13. Default. Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
- 14. Miscellaneous. This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

## **Austin Milburn**

From:

Davis A. Dunaway

Sent:

Monday, October 3, 2022 12:56 PM

To:

Austin Milburn

Subject:

RE: 1970 Minutes

CAUTION: This email originated from outside of the Thomson-McDuffie. Gov email system. Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.

### Here it is:

McDuffie County was contacted by John Wills representing Kings Town Estates LLC, the owner of approximately 23 acres located off Wrens Highway, regarding a right of way deed from 1970. The property in question lies partially in the City on the east side of Wrens Highway. A previous owner, Leonard N. Lokey, Inc., executed this deed purporting to convey to McDuffie County and requesting that McDuffie County improve three roads on the property – Markatleo Street, Lokey Street, and Brown Circle. The deed contained a reversionary clause stating that if the right-of-way contained in the deed is abandoned as a highway location, the property shall revert to the property from which it was granted. It is my understanding that the current owner desires to build an apartment complex on the property where these roads were located according to a plat prepared in 1969.

Under Georgia law, for the conveyance to be effective there must be an acceptance. I have confirmed that the three roads in question were never improved, are not part of the County road digest, they are not currently in use (and do not appear to have ever been in use or maintained), and from a review of the minutes of the Commissioner's meetings in 1970, no official acceptance is documented in the minutes. Georgia law has previously recognized that where 15-20 years have elapsed without any acts of acceptance a presumption arises that the dedication has been declined. Here, it has been over 50 years with no acts of acceptance occurring, so a presumption exists that the County declined the dedication.

Based on the evidence available, it is my opinion that no acceptance of the conveyance occurred, so the title to the property has reverted to the current owner of the original property from which the roadways were proposed. Unless the commissioners have some reason disagree, I would suggest that they vote to inform the current owner that the roads were not accepted by the County.

Thanks, Dave

## Hull Barrett, PC

Davis A. Dunaway, Attorney 801 Broad Street, 7th Floor • Augusta, Georgia 30901 T: 706-722-4481 • F: 706-722-9779

www.HullBarrett.com

