Agenda
Board of Commissioners - Extraordinary
Session August 17, 2026
6:00 PM
Room 108, Spalding County Annex Building
119 E. Solomon Street
Griffin, GA 30223

I. OPENING (CALL TO ORDER)

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

1. Commissioner Reginald Watts to deliver Invocation.

III. PLEDGE TO THE FLAG

1. Commissioner Ryan Bowlden to lead the Pledge to the Flag.

IV. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider Approval of Financial Statements as of July 31, 2026.

V. PRESENTATIONS/PROCLAMATIONS

1. Presentation – Charles Dotson and Jason Williams have received their Certificate of Public Works Management from APWA and UGA Carl Vincent Institute of Education

2. Presentation on Comprehensive Master Plan by Inspire.

3. Introduction of Toussaint Kirk, Community Development Director.

VI. CITIZEN COMMENTS

Speakers must sign up prior to the meeting and provide their names, addresses and the topic they wish to discuss. Speakers must direct your remarks to the Board and not to individual Member or to the audience. Personal disagreements with individual Members or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

Speakers will be allotted three (3) minutes to speak on their chosen topics as they relate to matters pertinent to the jurisdiction of the Board of Commissioners. No questions will be asked by any of the members during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting. No speaker will be permitted to speak more than three (3) minutes or more than once, unless the Board votes to suspend this rule.

VII. MINUTES

1. Consider approval of August 3rd Work Session Minutes and August 3rd Regular Session Minutes.

VIII. OLD BUSINESS

1. Lift from the table: Consider approval of Resolution Authorizing the Transmittal of a Draft Capital Improvements Element Annual Update Report for Fiscal Year 2026 to the Three Rivers Regional Commission for Regional and State Review.

2. Consider 1st Reading of the 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) for Spalding County and approve transmittal to Three Rivers Regional Commission.

3. Lift from table: Consider bid approval and award of contract for Fire Station No. 7, Parking Lot
resurfacing.

IX. NEW BUSINESS

1. Consider Approval of Second Reading of the Board Up and Blight Ordinance.

2. Consider approval of Interlocal Agreement Between the City of Griffin and County of Spalding, Georgia for the 2024 Byrne Justice Assistance Grant (JAG) Program Award.

3. Consider approval of out of state motorcoach travel request from Makin' Tracks Travel Club for a trip to Selma, Alabama.

4. Consider approval of recommendation from Leisure Services to contract with CBA Sports for the AMBUCS Park Community Center gymnasium floor project (RFP #2027-003)

5. Consider approval of contract with Valor Protection Safety Agencyfor Safety Officer Services.

X. REPORT OF COUNTY MANAGER

XI. REPORT OF ASSISTANT COUNTY MANAGER

XII. REPORT OF COMMISSIONERS

XIII. ADJOURNMENT

Individuals with disabilities who require certain accommodation in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 770-467-4280 (1) One Week prior to the meeting to allow the County to make reasonable accommodations for those persons.

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Commissioner Reginald Watts to deliver Invocation.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Commissioner Ryan Bowlden to lead the Pledge to the Flag.

Requesting Agency
Spalding County

Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Consider Approval of Financial Statements as of July 31, 2026.

Requesting Agency
Spalding County

Administrative Services/Finance

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background
One month ended on July 31, 2026, and is 8.3% of the budget year. General Fund revenues are 3% or $2,373,583
General Fund Expenditures and Encumbrances are 9% of budget which consist of $7,121,391 in expenditures and $1,314,838 in encumbrances.

Fire District Revenues are 1% of budget, or $60,385
Fire District Expenditures and Encumbrances are 8% of budget, which consist of $1,128,262 in expenditures and $6,632,054 in encumbrances.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:
July 31, 2026 Financial Statements.pdf

REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
07/01/2026-07/31/2026

SPALDING COUNTY BOC
FY 2026-2027
*100 in the % Used column indicates that no budget exists

	Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
100 General Fund					
Revenue					
30 Fund Balance Subtotal	$0.00	$0.00	$0.00	$0.00	0%
31 Taxes Subtotal	$809,197.37	$809,197.37	$0.00	$63,396,263.00	1%
32 Licenses And Permits Subtotal	$854,353.41	$854,353.41	$0.00	$1,484,000.00	58%
33 Intergovernmental Revenue Subtotal	$66,417.81	$66,417.81	$0.00	$3,851,198.00	2%
34 Charges For Services Subtotal	$286,720.63	$286,720.63	$0.00	$5,083,032.00	6%
35 Fines And Forfeitures Subtotal	$181,792.94	$181,792.94	$0.00	$2,321,000.00	8%
36 Investment Income Subtotal	$29,393.80	$29,393.80	$0.00	$327,500.00	9%
37 Contributions/Donations Subtotal	$139.50	$139.50	$0.00	$22,500.00	0%
38 Miscellaneous Revenue Subtotal	$145,567.76	$145,567.76	$0.00	$2,064,042.00	7%
39 Other Financing Sources Subtotal	$0.00	$0.00	$0.00	$434,165.00	0%
Revenue Subtotal	**$2,373,583.22**	**$2,373,583.22**	**$0.00**	**$78,983,700.00**	**3%**
Expenditure					
51 Prsnl Srvcs, Emplyee Ben Subtotal	$3,156,881.70	$3,156,881.70	$0.00	$47,588,562.00	7%
52 Purch/Contracted Srvcs Subtotal	$2,573,299.06	$2,573,299.06	$565,869.11	$20,102,073.00	13%
53 Supplies Subtotal	$129,287.26	$129,287.26	$124,893.28	$6,054,041.00	2%
54 Capital Outlay Subtotal	$164,114.24	$164,114.24	$11,995.65	$1,221,889.00	13%
57 Other Costs Subtotal	$1,086,210.39	$1,086,210.39	$612,079.70	$2,344,428.00	46%
58 Debt Service Subtotal	$11,598.54	$11,598.54	$0.00	$1,672,707.00	1%
61 Other Financing Sources	$0.00	$0.00	$0.00	$0.00	0%
Expenditure Subtotal	**$7,121,391.19**	**$7,121,391.19**	**$1,314,837.74**	**$78,983,700.00**	**9%**

	Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
215 Emergency 911 Fund					
Revenue					
30 Fund Balance Subtotal	$0.00	$0.00	$0.00	$1,427,895.00	0%
34 Charges For Services Subtotal	$97,700.01	$97,700.01	$0.00	$1,350,000.00	7%
38 Miscellaneous Revenue Subtotal	$445.10	$445.10	$0.00	$0.00	#DIV/0!
39 Other Financing Sources Subtotal	$0.00	$0.00	$0.00	$2,285.00	0%
Revenue Subtotal	**$98,145.11**	**$98,145.11**	**$0.00**	**$2,777,895.00**	**4%**
Expenditure					
51 Prsnl Srvcs, Emplyee Ben Subtotal	$145,417.45	$145,417.45	$0.00	$2,339,131.00	6%
52 Purch/Contracted Srvcs Subtotal	$67,798.64	$67,798.64	$13,324.91	$361,828.00	19%
53 Supplies Subtotal	$103.85	$103.85	$33,689.63	$39,196.00	0%
55 Interfund/Interdept Chrgs Subtotal	$0.00	$0.00	$0.00	$40,025.00	0%
57 Other Costs Subtotal	$0.00	$0.00	$0.00	$0.00	0%
Expenditure Subtotal	**$213,319.94**	**$213,319.94**	**$47,014.54**	**$2,780,180.00**	**8%**

		Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
220 CSBG Fund						
Revenue						
	33 Intergovernmental Revenue Subtotal	$9,237.60	$9,237.60	$0.00	$23,595.00	39%
	Revenue Subtotal	**$9,237.60**	**$9,237.60**	**$0.00**	**$23,595.00**	**39%**
Expenditure						
	51 Prsnl Srvcs, Emplyee Ben Subtotal	$8,592.08	$8,592.08	$0.00	$23,595.00	36%
	52 Purch/Contracted Srvcs Subtotal	$636.04	$636.04	$0.00	$0.00	0%
	53 Supplies Subtotal	$0.00	$0.00	$0.00	$0.00	*100
	Expenditure Subtotal	**$9,228.12**	**$9,228.12**	**$0.00**	**$23,595.00**	**39%**

	Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
225 Senior Nutrition Fund					
Revenue					
30 Fund Balance Subtotal	$0.00	$0.00	$0.00	$58,972.00	0
33 Intergovernmental Revenue Subtotal	$15,041.20	$15,041.20	$0.00	$494,083.00	3%
37 Contributions/Donations Subtotal	$19,392.29	$19,392.29	$0.00	$125,000.00	16%
Revenue Subtotal	**$34,433.49**	**$34,433.49**	**$0.00**	**$678,055.00**	**5%**
Expenditure					
51 Prsnl Srvcs, Emplyee Ben Subtotal	$13,032.60	$13,032.60	$0.00	$277,722.00	5%
52 Purch/Contracted Srvcs Subtotal	$1,708.05	$1,708.05	$0.00	$23,783.00	7%
53 Supplies Subtotal	$26,131.26	$26,131.26	$14,830.97	$376,550.00	7%
57 Other Costs Subtotal	$0.00	$0.00	$0.00	$0.00	0%
Expenditure Subtotal	**$40,871.91**	**$40,871.91**	**$14,830.97**	**$678,055.00**	**6%**

	Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
260 Impact Fees Fund					
Revenue					
30 Fund Balance Subtotal	$0.00	$0.00	$0.00	$2,623,930.00	0
34 Charges For Services Subtotal	$543,992.51	$543,992.51	$0.00	$2,820,240.00	19%
36 Investment Income Subtotal	$2,480.53	$2,480.53	$0.00	$28,000.00	9%
Revenue Subtotal	**$546,473.04**	**$546,473.04**	**$0.00**	**$5,472,170.00**	**10%**
Expenditure					
52 Purch/Contracted Srvcs Subtotal	$351.67	$351.67	$0.00	$34,000.00	1%
54 Capital Outlay Subtotal	$0.00	$0.00	$0.00	$5,438,170.00	0%
Expenditure Subtotal	**$351.67**	**$351.67**	**$0.00**	**$5,472,170.00**	**0%**

	Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
270 Fire District Fund					
Revenue					
30 Fund Balance Subtotal	$0.00	$0.00	$0.00	$1,628,900.00	0%
31 Taxes Subtotal	$60,380.96	$60,380.96	$0.00	$11,644,633.00	1%
33 Intergovernmental Revenue Subtotal	$0.00	$0.00	$0.00	$0.00	0
34 Charges For Services Subtotal	$0.00	$0.00	$0.00	$42,000.00	0%
38 Miscellaneous Revenue Subtotal	$4.00	$4.00	$0.00	$0.00	0
Revenue Subtotal	**$60,384.96**	**$60,384.96**	**$0.00**	**$13,315,533.00**	**0%**
Expenditure					
51 Prsnl Srvcs, Emplyee Ben Subtotal	$551,131.98	$551,131.98	$0.00	$9,505,598.00	6%
52 Purch/Contracted Srvcs Subtotal	$47,217.20	$47,217.20	$39,679.15	$1,074,794.00	4%
53 Supplies Subtotal	$20,074.70	$20,074.70	$79,343.43	$1,154,869.00	2%
54 Capital Outlay Subtotal	$0.00	$0.00	$6,513,031.30	$0.00	0%
55 Interfund/Interdept Chrgs Subtotal	$0.00	$0.00	$0.00	$171,938.00	0%
57 Other Costs Subtotal	$0.00	$0.00	$0.00	$90,000.00	0%
58 Debt Service Subtotal	$509,838.47	$509,838.47	$0.00	$1,318,335.00	39%
Expenditure Subtotal	**$1,128,262.35**	**$1,128,262.35**	**$6,632,053.88**	**$13,315,533.00**	8%

		Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
275 Hotel/Motel Tax Fund						
Revenue						
	31 Taxes Subtotal	$24,104.17	$24,104.17	$0.00	$270,000.00	9%
	Revenue Subtotal	**$24,104.17**	**$24,104.17**	**$0.00**	**$270,000.00**	**9%**
Expenditure						
	57 Other Costs Subtotal	$14,166.67	$14,166.67	$0.00	$170,000.00	8%
	61 Other Financing Uses	$0.00	$0.00	$0.00	$100,000.00	0%
	Expenditure Subtotal	**$14,166.67**	**$14,166.67**	**$0.00**	**$270,000.00**	**5%**

	Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
315 Cap Proj - 2016 Splost					
Revenue					
30 Fund Balance Subtotal	$0.00	$0.00	$0.00	$0.00	0%
36 Investment Income Subtotal	$2,264.00	$2,264.00	$0.00	$0.00	0%
Revenue Subtotal	**$2,264.00**	**$2,264.00**	**$0.00**	**$0.00**	**0%**
Expenditure					
54 Capital Outlay Subtotal	$0.00	$0.00	$0.00	$0.00	0%
57 Other Costs Subtotal	$0.00	$0.00	$0.00	$0.00	0%
58 Debt Service Subtotal	$0.00	$0.00	$0.00	$0.00	0%
Expenditure Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**	0%

	Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
335 Cap Proj - 2022 T-Splost					
Revenue					
30 Fund Balance Subtotal	$0.00	$0.00	$0.00	$0.00	0
31 Taxes Subtotal	$302,483.16	$302,483.16	$0.00	$2,942,797.00	10%
36 Investment Income Subtotal	$8,876.20	$8,876.20	$0.00	$55,055.00	16%
Revenue Subtotal	**$311,359.36**	**$311,359.36**	**$0.00**	**$2,997,852.00**	**10%**
Expenditure					
54 Capital Outlay Subtotal	$0.00	$0.00	$0.00	$0.00	0%
57 Other Costs Subtotal			$0.00	$2,996,352.00	0%
58 Debt Service Subtotal	$0.00	$0.00	$0.00	$1,500.00	0
Expenditure Subtotal	**$0.00**	**$0.00**	**$0.00**	**$2,997,852.00**	**0%**

	Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
410 Debt Service - 2022 T-Splost					
Revenue					
31 Taxes Subtotal	$817,523.24	$817,523.24	$0.00	$1,904,156.00	43%
36 Investment Income Subtotal	$24,044.88	$24,044.88	$0.00	$273,719.00	9%
Revenue Subtotal	**$841,568.12**	**$841,568.12**	**$0.00**	**$2,177,875.00**	**39%**
Expenditure					
58 Debt Service Subtotal	$0.00	$0.00	$0.00	$2,177,875.00	0%
61 Other Financing Sources	$0.00	$0.00	$0.00	$0.00	0%
Expenditure Subtotal	**$0.00**	**$0.00**	**$0.00**	**$2,177,875.00**	0%

		Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
505 Water Fund						
Revenue						
	30 Fund Balance Subtotal	$0.00	$0.00	$0.00	$0.00	0%
	34 Charges For Services Subtotal	$1,118,461.30	$1,118,461.30	$0.00	$12,797,145.00	9%
	36 Investment Income Subtotal	$35,618.13	$35,618.13	$0.00	$923,209.00	4%
	38 Miscellaneous Revenue Subtotal	$0.00	$0.00	$0.00	$113,024.00	*100
	39 Other Financing Sources	$0.00	$0.00	$0.00	$13,500,000.00	*100
	Revenue Subtotal	**$1,154,079.43**	**$1,154,079.43**	**$0.00**	**$27,333,378.00**	**4%**
Expenditure						
	51 Prsnl Srvcs, Emplyee Ben Subtotal	$77,935.15	$77,935.15	$0.00	$1,450,132.00	5%
	52 Purch/Contracted Srvcs Subtotal	$596,019.57	$596,019.57	$0.00	$8,043,474.00	7%
	53 Supplies Subtotal	$2,000.74	$2,000.74	$9,598.85	$363,080.00	1%
	54 Capital Outlay Subtotal	$483,644.84	$483,644.84	$1,005,796.75	$15,468,341.00	3%
	55 Interfund/Interdept Chrgs Subtotal	$0.00	$0.00	$0.00	$59,767.00	0%
	56 Depreciation/Amortization Subtotal	$0.00	$0.00	$0.00	$394,465.00	0
	57 Other Costs Subtotal	$0.00	$0.00	$6,875.94	$3,320.00	0%
	58 Debt Service Subtotal	$138,105.00	$138,105.00	$0.00	$1,550,798.00	9%
	Expenditure Subtotal	**$1,297,705.30**	**$1,297,705.30**	**$1,022,271.54**	**$27,333,378.00**	**5%**

	Current Period ($)	YTD ($)	Encumbrance ($)	Budget ($)	% Used
620 Workers Comp Trust Fund					
Revenue					
36 Investment Income Subtotal	$34.67	$34.67	$0.00	$20,000.00	0%
39 Other Financing Sources	$0.00	$0.00	$0.00	$900,000.00	0%
Revenue Subtotal	**$34.67**	**$34.67**	**$0.00**	**$920,000.00**	**0%**
Expenditure					
51 Prsnl Srvcs, Emplyee Ben Subtotal	$0.00	$0.00	$0.00	$445,000.00	0%
52 Purch/Contracted Srvcs Subtotal	$0.00	$0.00	$0.00	$0.00	0%
55 Interfund/Interdept Chrgs Subtotal	$0.00	$0.00	$0.00	$470,000.00	0%
58 Debt Service Subtotal	$0.00	$0.00	$0.00	$5,000.00	0%
Expenditure Subtotal	**$0.00**	**$0.00**	**$0.00**	**$920,000.00**	**0%**

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Presentation – Charles Dotson and Jason Williams have received their Certificate of Public Works Management from APWA and UGA Carl Vincent Institute of Education

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Presentation on Comprehensive Master Plan by Inspire.

Requesting Agency
Spalding County

Community Development

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Introduction of Toussaint Kirk, Community Development Director. _____

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

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STAFF RECOMMENDATION

ATTACHMENTS:

Consider approval of August 3rd Work Session Minutes and August 3rd Regular Session Minutes.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:
Work Session Draft Minutes 8.3.2026.pdf
Regular Session BOC After Agenda 8.3.2026.pdf

AFTER AGENDA

Board of Commissioners
Workshop Meeting
August 3, 2026
3:00 PM
Room 108, Annex Building
119 E. Solomon Street
Griffin, GA 30223

Present: Chairman Clay Davis, Commissioner Reginald Watts, Commissioner Gwen Flowers-Taylor (arrived at 3:03pm), Commissioner Ryan Bowlden, Commissioner James Dutton (arrived at 5:07pm), County Manager Steve Ledbetter, County Attorney, Stephanie Windham, Deputy County Manager Erica Dye , and Deputy County Clerk D. Lynn Carter.

I. OPENING (CALL TO ORDER)

Commission Chair Clay Davis, called the meeting to order at 3:00 pm and read the following statement:

> Good afternoon, and welcome to the Spalding County Board of Commissioners' August 3, 2026 Workshop. I would ask that you silence your cell phones and all other electronic devices.
>
> I would ask Commissioner Reginald Watts from District 3 to deliver the Invocation and Commissioner Ryan Bowlden from District 4 to lead us in the pledge to the flag.

II. INVOCATION

1. Commissioner Reginald Watts delivered the Invocation.

III. PLEDGE TO FLAG

1. Commissioner Ryan Bowlden led the Pledge to the Flag.

IV. AGENDA ITEMS

1. Discuss approving Out of State Motor Coach Trip.

   Director of Leisure Services, Kelly Carmichael, presented the out of state motor coach trip to Fired Arts Program in South Carolina to the Board of Commissioners. The Board had no questions.

2. Discussion Board Up and Blight Ordinances

County Attorney, Stephanie Windham addressed council. The ordinance is ready for first-reading approval, and instead of adding mandatory language into the ordinance itself, officers will use a proposed court order template that judges can modify as needed.

3. Discuss Fire Station 7, Bids for Resurfacing the Parking Lot.

   Chief Byrd explained that Fire Station No. 7's parking lot had deteriorated severely because heavy fire engines carrying about 50,000 pounds of water had caused major asphalt failure**,** particularly at a tight turn behind the station. He noted that the county had received two resurfacing proposals: Southeast Pavement at $82,988 and Piedmont Paving & Grading at $94,657, with Piedmont's higher bid reflecting striping and unnecessary traffic control that would be removed. Public Works confirmed extensive alligator cracking throughout the driveway, indicating a base failure that required full milling rather than spot repairs. Commissioners questioned why the entire driveway needed resurfacing when other road segments were repaired selectively, prompting clarification that parking lots were not part of PCI assessments and that this driveway's condition justified full milling. County Attorney Stephanie Windham identified two contract issues, indemnification and jurisdiction language in Piedmont's proposal that needed correction before approval, leading commissioners to table the item until the next meeting so a marked-up contract could be sent to Piedmont for revision.

4. Discuss Recommendation of Award Letter for CMAR of 117 E. Solomon Street Reconstruction.

   Dr. Ledbetter explained that the County had considered a CMAR contract with Headley Construction for the 117 East Solomon Street reconstruction project, noting that the work was complex and involved demolition, design coordination, cost control, scheduling, and managing unknown site conditions. He emphasized that the CMAR method brought the contractor in early, allowing better evaluation of constructability, costs, risks, and design coordination before major decisions were finalized. Croy Engineering supported the process by assisting with project management, demolition, and the CMAR solicitation, and four firms submitted qualifications through the Georgia Procurement Registry, with Headley recommended based on relevant experience and past successful work with the County. Dr. Ledbetter highlighted that CMAR provided stronger risk management, earlier problem solving, and clearer visibility for the board, while the contract would still include safeguards such as attorney review, insurance, bonding, defined scope, schedule expectations, cost controls, and formal change-order procedures. Commissioners asked questions about bidder rankings, cost details, and timeline development, and staff clarified that the project schedule would ultimately depend on whether a two-story or three-story facility was selected.

5. Discuss 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) for Spalding County and subsequent Transmittal Resolution for 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) to Three Rivers Regional Commission.

   Spalding County's 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) were presented to the Commission for approval to transmit to Three Rivers Regional Commission and Georgia's Department of Community Affairs to remain compliant with state law. The CIE outlined long-range infrastructure needs, project costs, funding sources, and

schedules, and it was tied directly to the County's impact fee program. The County had collected about $1.88 million in FY 2026 and maintained an impact fee balance exceeding $7 million, supporting parks, fire protection, emergency communications, libraries, and public safety. The update included major projects in water and sewer expansion, parks improvements, fire and emergency response upgrades, transportation planning, stormwater work, and modernization of county facilities.

Commissioners raised concerns about the formatting, clarity, and process of the CIE/CWP report. They pointed out missing status indicators for 2026 projects, inconsistent categorization of items such as fire and public safety projects appearing in multiple sections and the inclusion of agencies like the Water Authority and Development Authority that were not under county purview. Leisure Services items had not gone through the required board review because a meeting was canceled, prompting questions about proper procedure. Commissioners also emphasized the need to compare the current plan with last year's version to better understand progress and feasibility.

A major point of debate centered on law enforcement impact fee allocations, particularly the recurring inclusion of a new detention facility estimated at roughly $180 million, even though impact fees could only cover a small portion of that cost, around $600,000. Commissioners questioned the practicality of listing such a project in the CIE and suggested that jail construction required a separate capital strategy rather than reliance on impact fees. They also discussed whether funds could be redirected to more feasible needs such as vehicles, equipment, or evidence storage. Ultimately, the Board agreed to hold the required public hearing but delay approval until revisions, clarifications, and Leisure Services recommendations were incorporated for the next meeting.

6. Discuss Resolution to Adopt a Moratorium on the Acceptance of Rezoning and Special Exception Application in Spalding County.

   Spalding County's zoning attorney, Newton Galloway, urged Commissioners to adopt a 120-day moratorium on all *new* rezoning and special-exception applications, citing significant confusion in the county's zoning ordinances. He explained that multiple ordinance revisions over the past year were adopted inconsistently, some containing provisions not in their original drafts, and that Municode has not fully updated the county's ordinances. As a result, staff and applicants cannot reliably determine what the current zoning rules actually are. With a new community development director arriving, the moratorium would allow staff to identify what has been legally adopted, reconcile discrepancies, and stabilize the ordinance without adding new cases to an already strained department.

   Commissioners expressed concern about the hardship this pause would create for citizens and developers, noting delays can be financially damaging and that similar moratoriums in other counties have lasted up to two years. Still, they agreed that continuing to process applications under unclear or incorrect ordinance language would be worse. They discussed the need for clear timelines, regular progress updates, and ensuring the planning commission is involved throughout. Commissioners also emphasized that the moratorium applies only to rezonings and special exceptions projects permitted "by right," including most single-family homes, may continue, and hardship variances remain available.

The Board acknowledged that Spalding County has attempted to update its zoning ordinance for at least five years without success. Galloway recommended hiring an outside planning firm, one previously selected but never fully engaged, to complete a comprehensive rewrite, noting staff cannot take on such a large project alone. Ultimately, Commissioners agreed to move forward with the 120-day moratorium beginning August 4, with the option to lift it early if progress allows. The immediate goal during this period is not to produce new ordinances but to confirm what is legally in place and correct any errors before accepting new applications.

7. Discuss Changes to and possible approval of Childress & Justice, LLC contract for Indigent Defense for Juveniles. Nunc Pro Tunc.

   County Attorney Stephanie Windham explained to the Board that the Childress & Justice Contract had undergone material changes, including a shift from a one-year to a two-year term and the addition of new fees that had never been discussed during the prior approval. These added charges covered cases lasting more than five days, appeals, special hearings, and guardian ad litem services, even though the county already provided its own guardians ad litem. Commissioners argued that these extra fees contradicted the intent of the $420,000 base contract, which was designed to cover all required juvenile defense work without add-ons. Although children currently lacked representation due to the contract lapse, Commissioners stressed the need to avoid approving a flawed agreement, and the consensus was to remove all additional fees**.**

8. Discuss Referendum for the creation of the Spalding County Marshal's Office.

   County leaders began the discussion by emphasizing that the proposed ordinance was not intended to create a new police department or undermine the sheriff's office, but rather to strengthen code enforcement, protect employees who often faced hostile situations, and ensure they had proper tools. They acknowledged past issues within the code enforcement office and expressed a desire to establish a structure that kept the community safe while maintaining public trust. Sheriff Dix objected strongly to the resolution as written, arguing that its statutory ballot language effectively initiated the formation of a county police department, something he said had never been discussed in his earlier meeting with Judge Kavanagh. He warned that future boards could use this authority to shift law enforcement responsibilities away from the sheriff's office, creating overlapping agencies and confusion for residents, and he also raised concerns about cost, liability, and past misconduct within code enforcement. After extensive debate, both sides moved toward a compromise in which the sheriff proposed assigning two deputies to handle traffic-related enforcement, particularly truck violations, while two civilian code enforcement officers would remain focused on nuisance and property issues under community development. This "two and two" model avoided creating a new department while addressing safety concerns and operational gaps, and the Board agreed to pursue an interagency agreement and revisit staffing needs before the next budget cycle. By the end, participants acknowledged misunderstandings, reaffirmed trust, and expressed support for the sheriff's collaborative proposal as a practical path forward.

Commissioner Dutton arrived at the Work Session at 5:07p.m.

9. Discuss Southern Natural Gas Right of Way Easement at Dundee Lake Road.

County Manager, Dr. Ledbetter, explained that Spalding County had negotiated a proposed right-of-way easement with Southern Natural Gas allowing the company to build and maintain pipeline infrastructure on county property while compensating the county and restoring any disturbed areas. During discussions, staff also pursued an added community benefit: a potential 10-foot-wide multi-use trail running roughly 2,400 feet across the site and eventually connecting Jordan Hill Road, Baptist Camp Road, Sun City Peachtree, and Dundee Lake Park. Although the easement document itself only listed a nominal $10 consideration, County Attorney, Stephanie Windham clarified that was standard language. Dr. Ledbetter further clarified the actual payment was about $26,000 and that Southern Natural Gas was exploring additional funding toward the trail, which had been estimated as high as $800,000. Commissioners expressed concern that no written commitment for the trail existed and worried the county could approve the easement without securing the promised improvements. The county attorney advised that trail obligations could not be inserted into the easement document, and staff recommended approving the easement while continuing negotiations with Southern Natural Gas and Croy Engineering to secure the trail separately. The property can and will be condemned with or without Board approval.

V.ADJOURNMENT

Commissioner Gwen Flowers-Taylor made a motion to adjourn and Commissioner Reginald Watts seconded the motion.
Vote: 5/0 in favor of the motion
Time: 5:38 pm

/s/_____
Clay W. Davis, III, Chairman
Spalding County

/s/_____
Steve Ledbetter, PhD, County Clerk
Spalding County

AFTER AGENDA

Board of Commissioners - Regular Meeting
August 3, 2026
6:00 PM
Room 108, Annex Building
119 E. Solomon Street
Griffin, GA 30223

Present: Chairman Clay Davis, Commissioners James Dutton, Reginald Watts, Gwen Flowers-Taylor, and Ryan Bowlden, County Manager Steve Ledbetter, County Attorney, Stephanie Windham, Deputy County Manager, Erica Dye, and Deputy Count Clerk, Lynn Carter.

I.OPENING (CALL TO ORDER)

Commission Chair, Clay Davis called the meeting to order at 6:00 pm and read the following statement:

> Good evening and welcome to the August 3, 2026, Spalding County Board of Commissioners Regular Session. The time is 6:00PM. We would ask you please silence your cell phones and all other electronic devices.
>
> I would ask Commissioner Reginald Watts from District 3, to offer the Invocation followed by Commissioner James Dutton, District 2, to lead us in the Pledge to the Flag.

II.INVOCATION

Commissioner Reginald Watts led the Invocation.

III.PLEDGE TO FLAG

Commission James Dutton led the Pledge to the Flag.

IV.PRESENTATIONS AND PROCLAMATIONS

1. Recognition of Employees for their years of Service.

Robby Milner for 30 years of service;
Timotheos Miller for 20 years of service;
Rosha Tyus for 25 years of service;
Deborah Williams for 25 years of service.

2. Recognition of the Exchange Club 2025 Man of the Year, Frank N. “Skipper” Burns, Jr.

Proclamation honoring The Exchange Club “Man of the Year” for 2025 was read into the minutes by Commissioner James Dutton.

Commissioner James Dutton made a motion to approve proclamation. Commissioner Ryan Bowlden seconded the motion.
Vote: 5/0 in favor of the motion.

V.CITIZEN COMMENT

Speakers must sign up prior to the meeting and provide their names, addresses and the topic they wish to discuss. Speakers must direct your remarks to the Board and not to individual Commissioners or to the audience. Personal disagreements with individual Commissioners or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

Speakers will be allotted three minutes to speak on their chosen topics as they relate to matters pertinent to the jurisdiction of the Board of Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting. No speaker will be permitted to speak more than three minutes or more than once unless the Board votes to suspend this rule.

The following citizens spoke:

- Patricia Barlow, 2000 S. 6th Street, animal control complaint;
- Kerri Gebler, 646 MacArthur Drive, animal control complaint;
- Daniel Conkle, 225 Johnny Cut Road, data center opposition;
- Harvey Clark, 2211 High Falls Road, support for moratorium on rezoning and opposed to Marshal ordinance;
- Chris Childress, Childress & Justice, LLC, indigent defense contract; and
- Michael Renew, 500 Aerodome Way, animal control support.

VI.MINUTES

1. Consider Approval of Minutes for June 25, 2026 BOC Planning Commission Executive Session Meeting Minutes; July 6, 2026 BOC Planning Commission Executive Session Meeting Minutes; July 6, 2026 BOC Work Session Minutes; July 6, 2026 BOC Regular Session Minutes; July 21, 2026 BOC Work Session Executive Session Meeting Minutes; July 21, 2026 BOC Work Session Minutes; July 21, 2026 BOC Extraordinary Session Minutes; and July 27, 2026 Special Called Meeting Minutes.

Commissioner Ryan Bowlden made a motion to accept and approve the aforesaid minutes. Commissioner Reginald Watts seconded the motion.
Vote: 5/0 in favor of the motion

2. Amend 1.5.2026 BOC Meeting Minutes as approved February 16, 2026, by replacing "Motion/Second by Gwen Flowers-Taylor/Reginald Watts to approve Amendments to the Ordinances" with Motion/Second by Gwen Flowers-Taylor/Reginald Watts to approve Memorandum of Understanding between Spalding County and High Falls 16 regarding traffic signal system at the intersection of Georgia State Highway 16" in Section X.10.

   Commissioner James Dutton made a motion to approve the amendment to the 1.5.2026 BOC Meeting Minutes. Commissioner Gwen Flowers-Taylor seconded the motion.
   Discussion: The Board is not in favor of a roundabout.
   Vote: 5/0 in favor of the motion

VII.NEW BUSINESS

1. Consider Approval of an Out of State Motor Coach Trip.

   Ms. Kelly Carmichael recommended the Out of State Motor Coach Trip earlier this afternoon during the Work Session. Chairman Davis asked for a motion.

   Commissioner Reginald Watts made a motion to approve the out of state motor coach trip to South Carolina. Commissioner Gwen Flowers-Taylor seconded the motion.
   Vote: 5/0

2. Consider Approval of the First Reading of the Board Up and Blight Ordinance.

   County Attorney Stephanie Windham discussed the Board Up and Blight Ordinance during the Work Session earlier. County Attorney will bring changes back before the Board for the 2nd reading. Chairman Davis asked for a motion.

   Commissioner James Dutton made a motion to approve the first reading of the Board Up and Blight Ordinance, and Commissioner Ryan Bowlden seconded the motion.
   Vote: 5/0

3. Consider Bid Approval and Award of Contract for Fire Station No. 7 Parking Lot Resurfacing.

During the Work Session earlier this afternoon, the Board discussed tabling this issue. Chairman asked for a motion.

Commissioner Ryan Bowlden made a motion to table. Commissioner Reginald Watts seconded the motion.
Vote: 5/0 Motion carried.

4. Consider approval of the second reading of the Stormwater Utility Ordinance.

The Board discussed the second reading of the Stormwater Utility Ordinance during the work session, earlier this afternoon. Chairman asked for a motion.

Commissioner Gwen Flowers-Taylor made motion to approve the 2nd reading of the Stormwater Utility Ordinance. Motion was seconded by Commissioner Reginald Watts.
Vote: 5/0 Motion carried.

5. Consider Approval of Award Letter for the CMAR of 117 East Solomon Street Reconstruction.

This afternoon, during our Work Session, we heard from County Manager, Dr. Ledbetter, regarding award of the CMAR of 117 E. Solomon Street Reconstruction. Chairman Davis asked for a motion.

Commissioner Gwen Flowers-Taylor made a motion to approve award of CMAR of 117 E. Solomon Street Reconstruction to Headley Construction. Commissioner Ryan Bowlden seconded the motion. Discussion: Commissioner Dutton requested the front façade look the same as before. Dr. Ledbetter stated that the "design" would come back before the Board for approval.
Vote: 5/0 Motion carried.

6. PUBLIC HEARING:

This Public Hearing is to discuss the 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) for Spalding County and approve transmittal to Three Rivers Regional Commission.

Commissioner James Dutton made a motion to enter into public hearing. Commissioner Gwen Flowers-Taylor seconded the motion. Motion carried.
Vote: 5/0 Motion carried.
Entered into public hearing at 6:48pm

No one from the public signed up to speak for or against the CIE or CWP.

Commissioner James Dutton made a motion to close public hearing.
Commissioner Gwen Flowers-Taylor seconded the motion.
Vote: 5/0 Motion carried.
Closed public hearing at 6:48pm

7. Consideration of Transmittal Resolution for 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) for Spalding County to Three Rivers Regional Commission.

   This afternoon, during the Work Session, the Board discussed tabling this issue. Chairman Davis asked for a motion.

   Commissioner Reginald Watts made a motion to table. Commissioner James Dutton seconded the motion. Motion carried.
   Vote: 5/0

8. Resolution to Adopt a Moratorium on the Acceptance of Rezoning and Special Exception Applications in Spalding County.

   The Board heard from County Zoning Attorney, Newton Galloway, earlier this afternoon regarding adopting a moratorium on the acceptance of rezoning and special exception applications. Chairman Davis asked for a motion.

   Commissioner Gwen Flowers-Taylor made a motion to approve a 120 day moratorium on the acceptance of rezoning and special exception applications.
   Commissioner James Dutton seconded the motion.
   Vote: 5/0 Motion carried.

9. Consider Approval of the Revised Contract with Childress & Justice for Juvenile Indigent Defense. Nunc Pro Tunc.

   The Board discussed removing the additional fees from the revised contract during the Work Session earlier this afternoon and the "additional fees" portion of the contract was subsequently removed. Chaiman Davis asked for a motion.

   Commissioner James Dutton made a motion to approve the revised contract.
   Commissioner Reginald Watts seconded the motion.
   Vote: 5/0 Motion carried.

10. Consider Approval of a Resolution Authorizing the Creation of a County Marshal's Office and requesting Spalding County to call and Election of Voters to Approve the Creation of a County Marshal's Office; and approving the form of ballot to be used in such election.

After lengthy and heated discussion during the work session, no action required.

IX. OLD BUSINESS

1. **Lift from the table: Consider approval of Southern Natural Gas Right of Way Easement for Dundee Lake Road, Parcel No. 245 01006.**

During the Work Session earlier this afternoon, the Board discussed the ROW Easement for Dundee Lake Road, Parcel No. 245 01006. Madison Teague of Croy Engineering confirmed the negotiated payment for the easement is $26,000 and is further negotiating a 10ft wide walking trail. Chairman asked for a motion.

Commissioner Ryan Bowlden made a motion to approve the ROW Easement for Dundee Lake Road. Commissioner James Dutton Watts seconded the motion.
Vote: 5/0 Motion carried.

X. REPORT OF COUNTY MANAGER

Dr. Ledbetter reported that resurfacing work continued throughout the week, with Vineyard Road showing significant improvement as crews resumed this year's scheduled projects. Public Works employees spent the morning welcoming students back to school at Cowan Road Elementary, where many children arrived smiling while others were still waking up. The manager noted upcoming leadership training with the Carl Vinson Institute.

XI. REPORT OF DEPUTY COUNTY MANAGER

Mrs. Erica Dye reminded residents about the final summer town hall meeting at Sunnyside Historical Park.

XII. COMMISSIONERS

- Commissioner Ryan Bowlden
  - Developers buying blighted properties to revitalize property

- Commissioner Reginald Watts
  - Upcoming Town Hall meetings

- Commissioner James Dutton
  - Welcome back to school, Rehoboth Middle School
  - Thanked Butts County for being the study group
  - Camping in Canada

- Commissioner Clay Davis
  - SPLOST

XIII. ADJOURNMENT

Commissioner Gwen Flowers-Taylor made a motion to adjourn the meeting, and Commissioner Reginald Watts seconded the motion.
Vote: 5/0

TIME: 7:09 pm

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Lift from the table: Consider approval of Resolution Authorizing the Transmittal of a Draft Capital Improvements Element Annual Update Report for Fiscal Year 2026 to the Three Rivers Regional Commission for Regional and State Review.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:
2026 CIE.xlsx
Spalding_County_CWP_CIE_Update_DCA_Draft.pdf

Spalding County 2020-2029 Community Work Program

Project Number	Project Name	Type	PE	ROW	UTIL	Const	Total Cost	Begin Year	End Year	Funding Source	Phase Status	Funding Status	R.O.W. Activity	Phase	Functional Classification	Description
0	Various Locations	Safety				X	$1,000,000	2020	2029	Spalding County/ Public Authority	General Fund / Enterprise Fund	100		SR Planned		Various safety improvements throughout the county
0	Various Authority	Water and Sewer Improvements and Extensions to Expo Facility					$5,000,000	2020	2029	Spalding County/ Public Authority	General Fund / Enterprise Fund / SPLOST	100		SR Planned		Improvements to and extension of water and sewer to Expo
0	Various Authority	Water and Sewer Improvements and Extensions to Industrial Park Sites (Fairmont, Hwy 41 N, Futral, Jenkins Indust					$5,000,000	2020	2029	Spalding County/ Public Authority	General Fund / Enterprise Fund / SPLOST	100		SR Planned		Improvements to and extension of water and sewer to Industrial Park
0	Various Authority	Sewer Line from the Existing Wastewater Treatment Facility Across the Flint River to Hwy 19/41					$40,000,000	2020	2029	Spalding County/ Public Authority	General Fund / Enterprise Fund / SPLOST	100		SR Planned		Sewer line from the existing wastewater treatment facility across the Flint River to Hwy 19/41
0	Various Authority	Water Line from Existing Water Treatment Facility Across the Flint River to Hwy 19/41						2020	2029	Spalding County/ Public Authority	General Fund / Enterprise Fund / SPLOST	100	$25,000	SR Planned		Water line from the existing water treatment plant across the Flint River to Hwy 19/41
0	Various Jurisdictions	Various Utility Facility - Extension, Relocation					$250,000	2020	2029	Public Works, Private Utilities and Various Service Departments	As-Req. Basis/ Private - GA Pwr, MEAG and Various Service Providers	100	$100,000	Ongoing		Various utility facility - extension, relocation, and improvements
0	Various Jurisdictions	Various Locations - Bridge Repair, Replacement and Improvements					$250,000	2020	2029	Public Works, Private Utilities and Various Service Departments	As-Req. Basis/ Private - GA DOT, GA DNR, GA Forestry Comm.	100	$100,000	Ongoing		Various locations - bridge repair, replacement and improvements
0	Various Jurisdictions	Various Locations - Intersection Improvements					$250,000	2020	2029	Public Works, Private Utilities and Various Service Departments	As-Req. Basis/ Private - GA DOT, GA DNR, GA Forestry Comm.	100	$100,000	Ongoing		Various locations - intersection improvements
0	Various Jurisdictions	Various Locations - Resurfacing, Repair and Improvements					$250,000	2020	2029	Public Works, Private Utilities and Various Service Departments	As-Req. Basis/ Private - GA DOT, GA DNR, GA Forestry Comm.	100	$100,000	Ongoing		Various locations - resurfacing, repair and improvements
0	Various Jurisdictions	Various Locations - Sidewalk, Curb, Gutter, Drainage Improvements					$250,000	2020	2029	Public Works, Private Utilities and Various Service Departments	As-Req. Basis/ Private - GA DOT, GA DNR, GA Forestry Comm.	100	$100,000	Ongoing		Various locations - sidewalk, curb, gutter, drainage improvements
0	Various Jurisdictions	Various Locations - Signalization, Signage, Striping, Lighting					$250,000	2020	2029	Public Works, Private Utilities and Various Service Departments	As-Req. Basis/ Private - GA DOT, GA DNR, GA Forestry Comm.	100	$100,000	Ongoing		Various locations - signalization, signage, striping, lighting
0	Various Jurisdictions	Various Locations - Transportation Enhancements					$250,000	2020	2029	Public Works, Private Utilities and Various Service Departments	As-Req. Basis/ Private - GA DOT, GA DNR, GA Forestry Comm.	100	$100,000	Ongoing		Various locations - transportation enhancements
0	Various Jurisdictions	Various Locations - Trees, Landscaping, Beautification					$250,000	2020	2029	Public Works, Private Utilities and Various Service Departments	As-Req. Basis/ Private - GA DOT, GA DNR, GA Forestry Comm.	100	$100,000	Ongoing		Various locations - trees, landscaping, beautification
0	Various Jurisdictions	Various Locations - Turn Lanes, Medians, Access Management					$250,000	2020	2029	Public Works, Private Utilities and Various Service Departments	As-Req. Basis/ Private - GA DOT, GA DNR, GA Forestry Comm.	100	$100,000	Ongoing		Various locations - turn lanes, medians, access management
0	Various Jurisdictions	Replace non-serviceable vehicles and equipment					$250,000	2020	2029	Public Works and Public Services	Vehicle Fund	100%	$250,000	Planned		Replace non-serviceable vehicles and equipment

Spalding County, Georgia

CWP and Capital Improvements Element Annual Update

Prepared for Transmittal to the Georgia Department of Community Affairs

Five-Year Schedule: 2026-2030 | Impact Fee Collections: 2020 through August 2026

Local Government	Spalding County, Georgia
Regional Commission	Three Rivers Regional Commission (confirm prior to transmittal)
Document Type	Annual CIE Update / CWP-STWP Addendum
Draft Date	August 12, 2026
Prepared For	Board of Commissioners and DCA compliance review

Important draft note: This document is formatted to mirror the Georgia Department of Community Affairs annual CIE update structure, including an annual financial report section and a five-year schedule of improvements. Before formal adoption or transmittal, staff should reconcile all financial figures with the County audit, impact fee fund ledgers, adopted CIE, and any required DCA forms.

1. Executive Summary and Compliance Purpose

This draft annual update packages Spalding County capital project information for the Countywide Work Program and the Capital Improvements Element for the 2026 through 2030 planning period. The update identifies projects that are expected to be funded in whole or in part with development impact fees, while also preserving a broader CWP record for major water, sewer, parks, public safety, and county facility initiatives that are not presently chargeable to impact fees.

Georgia DCA guidance provides that communities using impact fees must update the CIE annually. The required update includes the annual financial report on impact fees and a new fifth year schedule of improvements, together with any changes to project costs, funding sources, construction schedules, or project scope. The annual schedule below uses the project-level information supplied by Spalding County and organizes each project by DCA section, responsible party, funding source, status, estimated cost, and impact-fee-funded share.

The five-year program prioritizes parks and recreation capacity, public safety facilities and equipment, and strategic infrastructure coordination. Park projects include playground replacements, ADA-accessible recreation facilities, walking trails, splash pads, pickleball expansion, Dundee Lake improvements, City Park amenities, and long-term renovation of City Park Gym. Public safety projects include Station 8 construction and apparatus, Station 2 renovation and equipment, communications improvements, warning sirens, and training-related investments.

2. DCA Annual CIE Update Checklist

Requirement	Action Needed
Annual Financial Report	Included as Section 3 using collection history from 2020 through August 2026. Final DCA form should be tied to the last completed fiscal year audit.
Five-Year Schedule of Improvements	Included as Sections 4 and 5 for 2026-2030.
Project Changes and Revisions	Project-level table includes updated project descriptions, years, costs, funding sources, responsible parties, status, and notes.
Public Hearing	Insert date, location, and notice information before transmittal resolution.
Transmittal Resolution	Model language is included in Section 8 for Board consideration.
Post-DCA Adoption	After DCA approval, adopt the update and transmit the adopted update and resolution through the Regional Commission.

3. Year-Over-Year Development Impact Fee Collections (2020 – Mid-Year 2026)

The table below summarizes impact fee collections by category for calendar-year reporting periods supplied by the County, with 2026 figures reported through August 2026. Because DCA annual financial reporting is usually tied to the last completed fiscal year and annual audit process, staff should reconcile these figures with audited financial records before filing the final DCA Annual Financial Report form.

Year	Library	Recreation	Fire	Law Enforcement	Public Safety	E-911	Administration	Preparation	Total
2020	$4,251	$206,954	$217,421	$30,375	$477	$13,797	$14,206	$6,832	$494,313
2021	$4,929	$239,932	$121,071	$15,923	$249	$7,234	$11,711	$5,612	$403,600
2022	$2,436	$118,744	$0	$7,854	$124	$3,568	$3,982	$1,911	$60,018
2023	$7,029	$229,453	$95,336	$166,102	$4,312	$10,594	$15,293	$7,548	$535,691
2024	$14,871	$467,467	$220,402	$433,651	$11,341	$26,335	$34,993	$17,274	$1,226,333
2025	$21,477	$700,404	$204,368	$709,341	$17,658	$41,774	$49,379	$23,481	$1,767,882
2026	$7,401	$233,520	$94,673	$203,012	$5,368	$12,428	$16,727	$8,257	$580,636
Provided Total	**$62,393**	**$2,196,475**	**$953,271**	**$1,566,258**	**$39,529**	**$115,729**	**$146,291**	**$70,915**	**$5,068,473**

4. Current Year Development Impact Fee Collections

Spalding County Annual Impact Fee Financial Report - Fiscal Year 2026									
Public Facility:	**Library Services**	**Parks and Recreation**	**Fire Protection**	**Jail**	**Emergency Management**	**Emergency Communications**	**Administration**	**CIE Preparation**	**Total**
Service Area:	**County-wide**	**County-wide**	**Unincorporated Spalding County**	**County-wide**	**County-wide**	**County-wide**	**County-wide**	**County-wide**	
Impact Fee Fund Balance July 1, 2025	$86,489.88	$2,651,960.96	$1,385,536.69	$1,263,083.33	$29,840.36	$228,878.89	$60,256.75	$35,013.13	$5,892,585.56
Impact Fees Collected July 1, 2025 through June 30, 2026	23,384.01	760,575.01	199,286.77	722,467.32	19,214.04	45,489.69	53,875.94	25,703.45	1,849,996.23
Interest Income	383.68	12,115.99	5,884.14	9,475.17	251.79	578.52	860.29	425.65	29,975.24
Impact Fee Refunds	-1,360.97	-42,979.20		-35,810.10	-938.78	-2,191.10	-2,517.00	-1,291.25	-7088.92
Expenditures	-	-48,931.90	-99,163.75	-	-	-	-13,605.15		-1,262,528.18
Impact Fee Fund Balance Ending June 30, 2026	$108,896.60	$3,332,740.86	$1,491,543.85	$1,959,215.40	$48,367.41	$272,753.19	$ 98,870,83	$59,850.98	$7,052,219.20
Impact Fees Encumbered	$108,896.60	$3,332,740.86	$1,491,543.85	$1,959,215.40	$48,367.41	$272,753.19	$98,870.83	$59,850.98	$7,052,219.20

Note: The Impact Fee Fund beginning balance has been restated to show interest income spread among the impact fee categories rather than in a single column. Impact fees are maintained in a money market interest bearing account. Interest income has declined sharply since the first quarter of 2020 due to the global economic recession.

5. Projected Five-Year Impact Fee Project Cost Summary

The following annual totals were supplied for impact-fee-supported Parks and Recreation and Public Safety projects for the 2026-2030 schedule. These totals are planning-level figures and should be reconciled against the detailed project schedule and current fund balances before adoption.

Category	2026	2027	2028	2029	2030
Parks and Recreation	$3,491,500	$3,737,650	$943,900	$60,000	$6,160,000
Public Safety	$450,978	$3,073,270	$946,014	$100,590	$0
Annual Totals	**$3,942,478**	**$6,810,920**	**$1,889,914**	**$160,590**	**$6,160,000**

6. CIE Schedule of Improvements, 2026-2030

This section lists projects identified as CIE projects or projects with impact-fee-funded components. The service area is shown as County-wide for drafting purposes unless a narrower service area is confirmed in the adopted CIE. The start and completion years are inferred from the checked years supplied in the project list.

Department / Category	Project / Activity	DCA Section	2026	2027	2028	2029	2030	Estimated Cost	% of Impact Fees	Status
Parks and Recreation	Dundee Lake Park Parking Expansion	CIE		✓	✓			$217,800	100%	Planned
Parks and Recreation	Fairmont Park Basketball Court rehabilitation	CIE	✓					$200,000	47%	Ongoing
Parks and Recreation	Green Valley Park - Restroom Building	CIE	✓					$300,000	63%	Ongoing
Parks and Recreation	Add exterior courts for exercise and fitness due to growth affecting Senior Center indoor space	CIE	✓					$225,000	100%	Ongoing
Parks and Recreation	Construct ADA accessible playground for new service area acquired by Spalding County	CIE	✓					$350,000	100%	Ongoing
Parks and Recreation	Replace non-serviceable playground - Tyus Baseball	CIE	✓					$200,000	100%	Ongoing
Parks and Recreation	Replace non-serviceable 1/4 mile rubber trail at Tyus Park	CIE		✓				$200,000	100%	Completed
Parks and Recreation	Replace non-serviceable playground - Tyus all accessible	CIE	✓	✓				$350,000	100%	Completed
Parks and Recreation	Replace non-serviceable rubber surface - Orchard Hill upper playgrounds	CIE	✓					$200,000	100%	Planned
Parks and Recreation	Replace non-serviceable TOT Lot at Sunnyside	CIE	✓					$200,000	100%	Completed
Parks and Recreation	Neighborhood Splash Pads	CIE	✓	✓				$2,000,000	100%	Ongoing
Parks and Recreation	Parks capital projects as approved for grant matches in coordination with the Master Plan	CIE	✓	✓	✓	✓	✓	$600,000	50%	Ongoing
Parks and Recreation	Replace non-serviceable playground - Orchard Hill back section	CIE		✓				$250,000	63%	Planned
Parks and Recreation	Replace non-serviceable playgrounds - Thomaston Mill Village Park	CIE		✓				$500,000	63%	Planned
Parks and Recreation	Replace non-serviceable gym floor at AMBUCS Community Center	CIE	✓					$300,000	100%	Ongoing
Parks and Recreation	Install new all-accessible ADA play structure at AMBUCS Park	CIE	✓					$500,000	100%	Ongoing
Parks and Recreation	Walking Trail - Volunteer Park	CIE		✓				$300,000	100%	Planned
Parks and Recreation	Walking Trail - AMBUCS Park	CIE		✓				$300,000	100%	Planned
Parks and Recreation	Pickleball Courts - Wyomia Tyus Park	CIE		✓	✓			$300,000	100%	Planned
Parks and Recreation	6th Street Park Renovation	CIE					✓	$150,000	100%	Planned
Parks and Recreation	Dog Park at Yamacraw	CIE					✓	$200,000	100%	Planned
Parks and Recreation	Six pickleball courts	CIE					✓	$750,000	100%	Planned
Parks and Recreation	Renovate City Park Gym	CIE					✓	$5,000,000	100%	Planned
Parks and Recreation	Construct exterior restrooms at Sunnyside Park	CIE		✓				$200,000	100%	Planned
Parks and Recreation	Swings at City Park	CIE		✓				$100,000	50%	Planned
Parks and Recreation	Tot-Lot at City Park	CIE		✓				$200,000	50%	Planned
Parks and Recreation	Dundee Lake Ampitheater per Master Plan	CIE		✓	✓			$2,500,000	50%	Planned
Public Safety	Fire Training Tower 2 / Tower Renovation	CIE		✓	✓			$1,500,000	54%	Planned
Public Safety	Station 2 Renovation	CIE		✓				$1,214,961	27%	Planned
Public Safety	Station 2 Brush Truck	CIE		✓				$157,715	100%	Planned
Public Safety	Station 8 Engine	CIE		✓				$925,259	100%	Ongoing
Public Safety	Station 8 Light Rescue	CIE		✓				$504,687	100%	Ongoing
Public Safety	Station 8 Construction	CIE	✓	✓	✓			$3,436,994	38%	Planned
Public Safety	Tow Vehicle	CIE		✓				$100,000	100%	Planned
Public Safety	Barricade Truck	CIE		✓				$125,000	84%	Planned
Public Safety	Training Center	CIE	✓	✓	✓	✓	✓	$0	50%	Long-Term / Planned
Public Safety	Communication Tower	CIE		✓	✓	✓		$301,769	100%	Planned
Public Safety	Warning Siren	CIE	✓	✓				$21,857	100%	Planned
Public Safety	Detention Facility	CIE	✓	✓	✓	✓	✓	$130,000,000	23%	Long-Term / Planned

7. Countywide Work Program / Non-CIE Capital Projects

The projects below are included as CWP or broader capital planning items. They support the County work program but are not presently shown as impact-fee-funded projects in the supplied schedule, unless otherwise noted. These projects should remain coordinated with comprehensive plan implementation and any applicable external funding, grant, bond, enterprise fund, SPLOST, or general fund processes.

Department / Category	Project / Activity	DCA Section	2026	2027	2028	2029	2030	Estimated Cost	% of Impact Fees	Status
County Facilities	Justice Center	CWP		✓	✓	✓	✓	$180,000,000	0%	Major Capital / Planned
Parks and Recreation	Yamacraw Road Park Expansion	CWP	✓	✓	✓	✓	✓	$2,500,000	0%	Ongoing
Parks and Recreation	Expansion of Water Trail System / Blue Trail	CWP		✓	✓	✓	✓	$250,000	0%	Planned
Water Authority	AKB Sewer Implementation Project	CWP	✓	✓	✓			$20,000,000	0%	Underway
Water Authority	Sewer Extension in the Pinetree Hills Area	CWP				✓	✓	$2,000,000 - $3,000,000	0%	Planned
Water Authority	Water and Sewer Improvements and Extensions in East Griffin	CWP				✓	✓	$2,000,000 - $3,000,000	0%	Planned
Water Authority	Water Improvements and Extensions in the Spalding County Service Area where needed	CWP	✓	✓	✓	✓	✓	$4,000,000 - $5,000,000	0%	Annual / Ongoing
Water Authority	Sewer Improvements and Extensions in the Spalding County Service Area where needed	CWP	✓	✓	✓	✓	✓	$4,000,000 - $5,000,000	0%	Annual / Ongoing

8. Filing Notes and Recommended Staff Actions

- Reconcile collection totals, interest, expenditures, administrative costs, refunds, encumbrances, and ending balances with the most recent completed fiscal year audit.
- Confirm the service area designation for each public facility category and replace the draft County-wide entry if the adopted CIE uses a more specific geography.
- Confirm whether each replacement, rehabilitation, or renovation project creates capacity for new growth. If a project also corrects an existing deficiency or replaces existing capacity, only the growth-related share should be counted as chargeable to impact fees.
- Resolve project status notes before transmittal, including the Tyus all-accessible playground entry that is shown as both complete and in progress.
- Confirm the Three Rivers Regional Commission submittal procedure, public hearing date, Board transmittal resolution, and DCA review timeline before relying on this draft for the adoption calendar.
- Enter final figures into the DCA Annual Financial Report and Annual Improvement Schedule forms if separate spreadsheet forms are required by DCA or the Regional Commission.

9. Model Transmittal Resolution

WHEREAS, Spalding County has prepared an annual update to its Capital Improvements Element and Countywide Work Program; and

WHEREAS, the annual update of the Capital Improvements Element was prepared in accordance with the Development Impact Fee Compliance Requirements established by the Georgia Department of Community Affairs; and

WHEREAS, a public hearing was held on _____, 2026, at _____, for the purpose of briefing the community on the contents of the draft update and receiving public comments;

BE IT THEREFORE RESOLVED, that the Spalding County Board of Commissioners does hereby authorize transmittal of the annual update of the Capital Improvements Element and covering the five-year period 2026-2030 to the appropriate Regional Commission and the Georgia Department of Community Affairs for review, as required by applicable state planning procedures.

Adopted this _____ day of _____, 2026.

BY: _____

Chair, Spalding County Board of Commissioners

ATTEST: _____

County Clerk

10. Sources and Reference Materials

- Georgia Department of Community Affairs, Development Impact Fees & Capital Improvements Planning, https://dca.georgia.gov/community-assistance/coordinated-planning/local-planning/development-impact-fees-capital
- Georgia Department of Community Affairs, Development Impact Fees & Capital Improvements Planning: Documents & Downloads, including CIE Annual Financial Report and Annual Improvement Schedule forms, https://dca.georgia.gov/community-assistance/coordinated-planning/local-planning/development-impact-fees-capital-0
- Georgia Department of Community Affairs, Guide to Preparing Annual Updates of the Capital Improvements Element, https://dca.georgia.gov/document/handbooks/guide-preparing-cie-annual-updates/download
- Georgia Department of Community Affairs, How to Address Georgia's Impact Fee Requirements, https://dca.georgia.gov/document/handbooks/impact-fees-how-address-georgias-impact-fee-requirements/download
- Spalding County project and collection data supplied for this draft update, including 2020 through August 2026 impact fee collections and 2026-2030 CWP/CIE project schedule.

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Consider 1st Reading of the 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) for Spalding County and approve transmittal to Three Rivers Regional Commission.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:
CIE_Transmittal_Resolution_Spalding_County_2026_Draft.pdf

Spalding County
State of Georgia

A RESOLUTION AUTHORIZING THE TRANSMITTAL OF A DRAFT CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE REPORT FOR FISCAL YEAR 2025 TO THE THREE RIVERS REGIONAL COMMISSION FOR REGIONAL AND STATE REVIEW

WHEREAS: with the passage of the Georgia Planning Act of 1989, all of Georgia's 159 counties and 535 cities were designated "Qualified Local Governments." Each of these local governments must maintain that status in order to remain eligible for a range of state and federal assistance programs; and

WHEREAS: this act requires local governments such as Spalding County, that adopt impact fees as a means of providing capital facilities funding, to update the Capital Improvements Element (CIE) and Community Work Program (CWP) Elements of the Comprehensive Plan; and

WHEREAS: the annual update of the Capital Improvements Element and Community Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on August 03, 2026, at the Spalding County Annex, Room 108, 119 E Solomon Street, Griffin GA, 30223.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Spalding County herewith submit the annual update of the Capital Improvements Element covering the five-year period FY 26 - FY 30 to the Three Rivers Regional Commission for review, as per the requirements of the Georgia Planning Act of 1989.

_____
Chairman Clay Davis

_____
Dr. Steve Ledbetter, County Clerk

Lift from table: Consider bid approval and award of contract for Fire Station No. 7, Parking Lotresurfacing.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

Consider Approval of Second Reading of the Board Up and Blight Ordinance.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:
Ordinance.Board Up and Blight Ordinance Amendment.pdf

ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF SPALDING COUNTY, GEORGIA, AT PART VIII – PLANNING AND REGULATION OF DEVELOPMENT, CHAPTER 2. – UNFIT BUILDINGS AND STRUCTURES, TO ADD SECTIONS 8-2004 THROUGH 8-2006; REPEALING CONFLICTING ORDINANCES AND PARTS THEREOF; RESTATING THE CODE, AS MODIFIED BY THIS ORDINANCE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS FOR SPALDING COUNTY, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

Section 1. The Code of Ordinances of Spalding County, Georgia is hereby amended at PART VIII – PLANNING AND REGULATION OF DEVELOPMENT, CHAPTER 2. – UNFIT BUILDINGS AND STRUCTURES, by adding Sections-2004 through 8-2006, as follows:

Sec. 8-2004. – Vacant Property Board-up permits.

(a) No person, firm, association or corporation shall erect, install, place, or maintain boards over the doors, windows, or other openings of any building or structure or otherwise secure such openings by a means other than the conventional method used in the original construction and design of the building or structure without first applying for and, within 30 days of application, completing all steps necessary for the issuance of a boarding permit and thereafter having a valid and current boarding permit therefore from the department of community development. Any properties with boards existing at the time of the adoption of the ordinance from which this article is derived will have two months from the date of the ordinance's adoption to make application to continue to board. A vacant property is defined as any property intended for habitation or commercial, industrial, or business use that has not been lawfully inhabited for a period of 60 days or more, or any property that is partially constructed or incomplete without a valid building permit. A vacant property must be secured within 90 days after it has become vacant.

(b) Community Development shall issue a boarding permit required by subsection (a) upon the submission of a written application by the owner of the property or his/her authorized representative or contractor, upon the

payment of the required fee, and upon the confirmation through inspection by the director of community development or his/her designee that the boarding or other method of securing the building or structure has been done in compliance with this article. Community development is authorized to establish a fee schedule to enable the county to offset its reasonable expenses in reviewing the application and monitoring the boarding process.

(c) The boarding permit issued pursuant to this section shall authorize the boarding or other securing of a building or structure for an initial period of six months. If the structure is still boarded at the end of each such six months, the boarding permit may be renewed upon the submission of a written application by the owner of the property or their authorized representative or contractor with the submission of the application occurring no later than ten business days prior to the expiration of the original permit, upon the payment of the required fee and upon the confirmation through inspection by a county code enforcement officer that the boarding or other method of securing the building or structure has been done in compliance with this article. The issuance of a renewal-boarding permit shall also be subject to all the following conditions:

(1) The owner shall submit a detailed plan for correction, repair or rehabilitation of violations of state or local building and housing standards and for the securing of the doors, windows and other openings by the conventional method used in the original construction and design of the building or structure or, alternatively, a detailed plan for sale of the property to another person or entity with provision in the sale of correction, repair or rehabilitation; and

(2) The owner shall submit a timeline for applying for appropriate permits for such work and for completing such work prior to the expiration of the renewal permit, or alternatively, a timeline for the sale of the property; and

(3) The permit may be revoked by written notice of community development, at the recommendation of the director of community development, if the owner fails to comply with the plan for such work or fails to comply with the timeline submitted.

(d) A boarding permit may not be extended beyond the renewal period nor may a new application for the same property be accepted by community development within one year of the date of expiration of the prior permit, except: (1) upon the submission of a written application by the owner of the property or their authorized representative or contractor; and (2) upon the payment of the required fee; and (3) upon the confirmation through inspection by a county code enforcement officer that the boarding or other method of securing the building or structure has been done in compliance with this chapter; and (4) upon demonstration that "good cause" for the renewal exists.

"Good cause" shall require a showing by the owner that the permit renewal is made necessary by conditions or events beyond the owner's control, such as the inability to obtain financing for repair or rehabilitation, the inability to locate a suitable buyer, unanticipated delays in construction or rehabilitation, or unanticipated damage to the property. In addition, where appropriate, "good cause" shall also require a showing by the owner that the owner has exercised reasonable and due diligence in attempting to complete the needed repair, rehabilitation, or correction, or is attempting to sell the property. If the director of community development determines that there exists good cause to renew the permit and that all other conditions are met, the permit may be renewed by the owner for an additional one year, subject to the same conditions imposed on the original renewal permit.

(e) Board-up permits shall not be required in the case of a temporary emergency, including but not limited to damage caused by vandalism, theft, or weather, and/or hurricane preparation.

Sec. 8-2005. - Standards for securing buildings.

(a) The boarding of the doors, windows, or other openings of any building or structure or any means of securing such openings, other than by the conventional method used in the original construction and design of the building or structure, shall comply with the following minimum standards:

(1) *Securing by boarding.* Windows and similar openings shall be boarded with exterior grade plywood of a minimum thickness of a half inch nominal or its equivalent. Vent holes may be required, as deemed necessary by the county. The plywood shall be secured in place by 2 × 4 or 4 × 4 cross members, secured to the plywood by at least two three-eighths-inch plated carriage bolts secured with nuts and large washers at each end, and with the cross member turned so that the carriage bolt goes through the larger dimension. Bolts used to secure the cross member shall be threaded to the correct length. A minimum of two cross members shall be used on each window, and, depending on the size of the opening, additional cross members may be required. Each cross member shall be a continuous piece of lumber, and each must extend at least one foot past the window opening in each direction. Bolts and nuts used to secure the cross members to the plywood must be tightened enough to slightly deflect the wood. Bolt heads must fit tightly against the wood and not give a surface for pliers or pry bars.

(2) *Exterior doors.* Exterior doors shall be boarded with exterior-grade plywood of a minimum thickness of half-inch nominal or its equivalent, fitted to the entry door jamb with a maximum clearance of one-eighth inch on each edge. The existing door should be removed and stored inside the building. The plywood shall be attached to three horizontal 2 × 4 or 4 × 4 wooden crossbars, each with two three-eighths-inch carriage bolts and matching hardware. The plywood shall be attached to the door entry with three case-hardened strap hinges of the type specified by the building official, and the plywood shall be secured by a case-hardened steel hasp and a minimum two-inch case-hardened padlock of the type specified by the county.

(3) *Painting of boarded openings.* All boarded openings shall be painted with a minimum of one coat of exterior paint, which is of a color compatible with the exterior color of the building or structure.

(4) *Alternative methods of securing a building.* Upon application for a boarding permit, community development may approve alternative methods of securing a vacant and unoccupied building or structure. In determining to approve any alternative method, the county shall consider the aesthetic and other impacts of such method on the immediate neighborhood and the extent to which such method

provides adequate and long-term security against unauthorized entry to the property.

(b) *Additional requirements.* In connection with the boarding of the doors, windows, or other openings of any building or structure or any means of securing such openings, other than by the conventional method used in the original construction and design of the building or structure, the owner shall also comply with all the following requirements:

(1) All utility service to the building or structure shall be terminated by removal of the meters and termination of electric power at the pole. Compliance with this subsection may be waived in writing by the county as to the electric utility service if electricity is needed to power exterior security lighting, an alarm system, or equipment to be used in connection with rehabilitation of the building or structure for which there is an active and current building permit;

(2) The sewer shall be capped in a manner approved by the county to prevent the accumulation of methane gas in the building or structure;

(3) The interior of the building or structure shall be cleaned of all trash, junk, garbage, debris, and solid waste, and personal possessions shall be removed from the interior of the building or structure, to eliminate any fire or health hazard and prevent hindrance to firefighting equipment or personnel in the event of a fire. Disposal of such trash, etc. must comply with all provisions of the County Code, and no such trash, etc. shall be placed within the county right-of-way.

Sec. 8-2006. - Real property maintained in a blighted condition.

(a) *Definitions.* The following terms, when used in this section, shall have the meaning ascribed to them:

(1) *Blighted,* as applied to a piece of property, means a building or lot that is deteriorated, derelict, or neglected to the point where it threatens public health, safety, or neighborhood property values. Characterized by abandonment, structural decay, or code violations (e.g., broken windows, fire damage, overgrown, accumulated debris).

(2) *Millage rate* means only the general millage rate for the county maintenance and operations.

(3) *Public officer* means the community development director, building inspector, code enforcement officer, county manager, member of the staff of the tax assessor's office, deputy sheriff, or any other county official who is authorized by law and this Code to exercise the powers prescribed by this section, or any agent of such officer or officers, or any other employee, officer or officers designated by the county manager for purposes of this section.

(b) *Blighted condition designation.* For the property in question to be subject to official identification as blighted and subject to increased taxation, the property must be determined to be:

(1) Unfit for human habitation or unfit for commercial, industrial, or business use and not in compliance with applicable codes; or

(2) Vacant and being used in connection with the commission of drug crimes; or

(3) Constituting an endangerment to the public health or safety because of unsanitary or unsafe conditions; or

(4) Presence of conditions which endanger life or property by fire and other causes; or

(5) Presence of conditions which substantially impair or arrest the sound growth of the county, hinders the provision of housing accommodations, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare; or

(6) Any combination of such factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and detrimental to the public health, safety, morals, or welfare.

(c) *Procedure for identification of property as blighted.* The procedure for official identification of real property as blighted includes:

(1) A complaint or statement from a public officer or at least five residents residing in the unincorporated areas of Spalding County

charging that any building, structure or property meets the criteria described in subsection (b).

(2) An investigation or inspection by a public officer and determination that the property in question meets the criteria described in subsection (b).

(3) A public officer's issuance of a complaint in rem against the property. The complaint shall state which blighted condition(s) exists on the property and what steps should be taken to remediate the property. The complaint shall be hand-delivered or sent via certified mail or overnight statutory service to the property owner, providing 45 days to bring the property into compliance or make substantial progress toward compliance.

(4) If, after 45 days, the property remains non-compliant, a public officer shall cause a summons and a copy of the complaint to be hand-delivered or mailed via certified mail or statutory overnight delivery to the owner of the property. The latter is anyone revealed by a certification of title to the real property conducted in accordance with the title standards of the State Bar of Georgia. Where the address of the owner is unknown, service shall be accomplished by publication, posting on the property, and mailing of the letter to the address appearing in the records of the Spalding County Tax Commissioner. The summons shall notify the interested parties that a hearing will be held before the Spalding County Magistrate Court (hereinafter "magistrate court") at a date and time certain. Such hearing shall be held not less than 15 days nor more than 45 days after the compliance date issued. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(5) If after such notice and hearing, the magistrate court determines that the dwelling, building or structure in question meets the criteria in subsection (b) above, the court shall state in writing findings of fact in support of such determination and shall issue and cause its written findings to be served upon the interested parties that have answered the complaint or appeared at the hearing.

(6) No property shall be designated as blighted unless the magistrate court enters an order that finds the property in question meets the criteria to be designated as blighted pursuant to this article. This order constitutes official identification of real property as maintained in a blighted condition.

(7) If the magistrate court finds that the property is blighted, it shall, in the same order, list what must be done to remove the blighted condition designation and give the owner a deadline in which to finish the work.

(d) *Imposition of an increased tax rate.* Property, which has been officially designated as blighted, shall be subject to an increased rate of county ad valorem taxation equivalent to seven times the normal millage rate applied to the property, applied at the time of the issuance of the subsequent tax bill, as allowed by Article IX, Section II, Paragraph VII(d) of the Constitution of the State of Georgia. The increased rate continues to apply to all subsequent tax bills until the property's designation as maintained in a blighted condition is removed as provided in this section. This increased rate of taxation and the official identification of the property as blighted remain with the property if transferred to another owner.

(e) *Revenue segregated.* Revenue collected from increases in the rate of ad valorem taxation shall be segregated and applied to community redevelopment purposes, in accordance with the powers of the county allowed by Article IX, Section II, Paragraph VII(d)(4) of the Constitution of the State of Georgia .

(f) *Remediation.* The property in question may be rehabilitated at any time through remedial actions or redevelopment that conforms with the magistrate court order setting forth what must be done to remove the identification of the property as maintained in a blighted condition. The owner may request removal of the property's designation as blighted from the magistrate court upon proper proof, including an inspection by a public officer, that the property has been remediated and now conforms with the court order listing what must be done to remove the identification of the property as blighted. The county manager shall be notified in writing ten days before any hearing in the magistrate court.

(g) *Remediation property tax rate.* As provided in Article IX, Section II, Paragraph VII(d)(6) of the Constitution of the State of Georgia, real property which has had its designation as maintained in a blighted condition removed by the magistrate court shall be eligible for a decrease in the rate of county ad valorem taxation by applying a factor of 0.5 to the county millage rate applied to

the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the county or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every $25,000.00 or portion thereof equaling one year of tax reduction; provided, however, that no property shall be entitled to reduction in county ad valorem taxes for more than four successive years. To claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a notarized affidavit to the public officer, within 30 days of the court's designation being removed, supported by receipts or other evidence of payment, of the amount expended.

(h) It shall be the duty of the public officer to notify the Tax Commissioner of Spalding County in writing as to the designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street address and parcel number, as assigned by the Spalding County Tax Assessor's Office. The public officer shall cooperate with the tax commissioner to ensure accurate tax billing of those properties subject to increased or reduced ad valorem taxation under this article.

The within ordinance shall be and become effective immediately upon its approval by the Spalding County Board of Commissioners.

Approved on first reading this 23rd day of July 2026.
Approved on second reading this the 3rd day of August 2026.

_____
Clay W. Davis, Chairperson

_____
Steve Ledbetter, County Clerk

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Consider approval of Interlocal Agreement Between the City of Griffin and County of Spalding, Georgia for the 2024 Byrne Justice Assistance Grant (JAG) Program Award.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:
Byrne Grant IGA for County 08.07.2026.pdf
jag-body-armor-mandatory-wear-cert.pdf
Pre-Acceptance Award Package_15PBJA-25-GG-03187-JAGX_014027_AW-166416.pdf

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF GRIFFIN, AND COUNTY OF SPALDING, GEORGIA

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of August, 2026, by and between the COUNTY of SPALDING, acting by and through the Spalding County Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of GRIFFIN, acting by and through City of Griffin Board of Commissioners, hereinafter referred to as CITY, both of Spalding County, State of Georgia, witnesseth:

WHEREAS, this writing (hereafter referred to as "the Agreement") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds as provided herein.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY is the applicant for the Byrne Justice Assistance Grant, and COUNTY agrees to pay CITY a total of $0.00 of JAG funds.

Section 2.

COUNTY agrees to use 100% of the funds pursuant to its application until the completion of the grant. More specifically, the funds shall be used to advance the Spalding County Correctional Institute's methamphetamine and fentanyl detection and prevention program through the following activities: continued operation and maintenance of CEIA Security Metal Detectors for systematic screening of inmates returning from community work assignments; procurement of drug testing supplies, including 13-panel urine dip card tests with temperature-strip specimen cups for on-site screening, and NARK II chemical field test reagents for presumptive identification of specific controlled substances, including fentanyl, methamphetamine, synthetic cannabinoids, and other compounds; expanded and refreshed staff training on detection methods, screening protocols, and standard operating procedures; sustained implementation of Swift, Certain, and Fair (SCF)

supervision strategies to address violation behavior promptly, consistently, and proportionately; and enhanced data collection and analysis to evaluate program effectiveness and support data-driven decision-making throughout the grant period.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF GRIFFIN

BY: _____
DOUGLAS S. HOLLBERG, MAYOR

ATTEST: _____
JESSICA O'CONNOR, CITY MANAGER

APPROVED AS TO FORM:

_____
ANDREW WHALEN, CITY ATTORNEY

COUNTY OF SPALDING

BY: _____
CLAY W. DAVIS, CHAIRMAN
SPALDING COUNTY BOARD OF COMMISSIONERS

ATTEST: _____
STEVE LEDBETTER, PHD
COUNTY CLERK

APPROVED AS TO FORM:

_____
STEPHANIE WINDHAM, COUNTY ATTORNEY

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Body Armor Mandatory Wear Policy Certification

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled “Body Armor Certification” in the program announcement for the grant program identified above. I certify that our agency currently has a written "mandatory wear" policy in effect.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice’s Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Justice Programs).

Fiscal Year of JAG Award:

FY 2025

Signature of Certifying Official

Printed Name of Certifying Official

Clay W. Davis

Title of Certifying Official

Chairman

Full Name of Applicant Entity

Spalding County

Date

August 17, 2026

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF SPALDING 119 E SOLOMON ST
City, State and Zip:	GRIFFIN, GA 30223
Recipient UEI:	MVV4ZMMTSTR8

Project Title: Spalding County Correctional Institute: Advancing Methamphetamine and Fentanyl Detection and Prevention	**Award Number:** 15PBJA-25-GG-03187-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: $39,701.00	**Federal Award Date:** 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: M **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/28
Budget Period Start Date: 10/1/24	**Budget Period End Date**: 9/30/28

Project Description:
Building on the foundation established with the previous Byrne JAG grant, the Spalding County Correctional Institute proposes a continued and expanded 24-month project to advance the detection and prevention of methamphetamine and fentanyl within the facility.

Award Letter

July 31, 2026

Dear Clay Davis,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF SPALDING for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is $39,701.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award

requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related

federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
MVV4ZMMTSTR8

Street 1
119 E SOLOMON ST

Street 2

City
GRIFFIN

State/U.S. Territory
Georgia

Zip/Postal Code
30223

Country
United States

County/Parish

Province

Award Details

Federal Award Date
7/31/26

Award Type
Initial

Award Number
15PBJA-25-GG-03187-JAGX

Supplement Number
00

Federal Award Amount
$39,701.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14618237

Grant Manager Name
Wai Yee Tsang-White

Phone Number
202-451-7159

E-mail Address
Wai.Yee.Tsang-White@usdoj.gov

Project Title
Spalding County Correctional Institute: Advancing Methamphetamine and Fentanyl Detection and Prevention

Performance Period Start Date
10/01/2024

Performance Period End Date
09/30/2028

Budget Period Start Date
10/01/2024

Budget Period End Date
09/30/2028

Project Description
Building on the foundation established with the previous Byrne JAG grant, the Spalding County Correctional Institute proposes a continued and expanded 24-month project to advance the detection and prevention of methamphetamine and fentanyl within the facility.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see “Nondiscrimination provisions and the Religious Freedom Restoration Act,” accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

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

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been

reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an

actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity

and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or

subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States

Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49
Compliance with trauma kit standards
If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of OJP.

Condition 51
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,

(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.
Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an “information-communication restriction.”
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) “DHS” means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.
1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.
Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or

local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
B. Applicability.
(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.
(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere with statutory law enforcement access to correctional facilities.
Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain” in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside” the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
2. Noninterference with statutory law enforcement access to correctional facilities within the funded “program or

activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. For purposes of this condition:
(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)
(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).
(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.
(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
(a) is designed to prevent or to significantly delay or complicate, or
(b) has the effect of preventing or of significantly delaying or complicating.
(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55
The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56
Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay,

unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 58
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's “Blue UAS Cleared List” or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a “covered foreign entity” may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 60
In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61
Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification

that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

Condition 62
Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification (ACM) has been issued to remove this condition.

Condition 63
Withholding of funds for proposal narrative

The recipient may not expend or draw down any award funds until the recipient submits, and BJA reviews and accepts, the proposal narrative for this award, and an Award Condition Modification (ACM) has been issued to remove this condition.

Condition 64
Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until BJA has reviewed and approved the required Memorandum of Understanding (MOU), and an Award Condition Modification (ACM) has been issued to remove this condition.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and

(2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/30/26 2:46 AM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Consider approval of out of state motorcoach travel request from Makin' Tracks Travel Club for a trip to Selma, Alabama.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source
The estimated cost of the trip is $1,653.75, calculated using Spalding County's full cost recovery methodology. The total includes $620.00 in driver labor for 20 hours of travel time, $321.45 in diesel fuel costs for a 450-mile round trip, $120.00 in staff costs, $15.02 for insurance, $27.28 in maintenance fees, and $550.00 in capital allocation charges to offset vehicle depreciation and future replacement costs. This methodology ensures that all direct operating expenses, as well as long-term ownership and maintenance costs associated with providing the transportation service, are reimbursed to the County.

STAFF RECOMMENDATION
Staff recommends approval.

ATTACHMENTS:
Makin Tracks Selma Alabama Trip.pdf

Spalding County
Motor Coach Reservation Form

(Please Print)
Organization name: Makin' Tracks Travel Club

Contact person: Mark Weaver

Address: 885 Memorial Dr Griffin, Ga 30223

Phone: (W) _____ (C) 404-993-7266

(H) _____ (E-mail) tladdi@comcast.net

Departure Date: February 18, 2027 Departure Time: 8:00 AM

Departing from: Spalding County Senior Center

Return Date: February 19, 2027 Return Time: 7:00 PM

Destination with address: Welcome Center 132 Broad St Selma, AL 36703

Estimated round trip mileage: 450

Cost calculations: $ 1653.75 (Use attached cost calculator)

*Payment in full accepted by Visa/Mastercard/Debit or company check made payable to Spalding County

*Attach tentative trip itinerary. *Final trip itinerary due within 2 weeks of trip. (Must include timeline, all destinations, hotels, addresses, confirmations, and phone numbers.)

Group Leader on trip: Mark Weaver

Address: 406 Terracedale Ct Griffin, Ga 30224

Phone: (C) 404-993-7266 (E-mail) tladdi@comcast.net

Emergency Contact: Jennifer Perry, Daughter (C) 678-588-0877

For office use:
Date received request: 7/30/26 by: RD
Mileage Confirmed: 450 Fee: _____
Operator scheduled: pending BOC approval Phone: _____
Approval Memo submitted: _____
Notes: BOC approves out of state trip requests, per policy

Mark Weaver 7-30-26
Signature Date

I agree to and understand the above Senior Center Bus Use Guidelines and the Reservation Form.

Motorcoach Trip Cost Calculator
(Required for all trips)

Trip destination: Tuskegee, Montgomery, Selma, Alabama Date(s): February 18-19, 2027

Group Name: Makin' Tracks Travel Club

Itinerary and Tours: Tuskegee Air Museum, Rosa Parks Museum, Legacy Museum, Pettus Bridge

*All destinations must be able to accommodate a motorcoach for drop off with a parking plan established and confirmed.

	AM Departure	PM Arrival	Total Daily Hours	Total Daily Mileage
Day 1	8:00 AM	6:00 PM	10	225
Day 2	9:00 AM	7:00 PM	10	225
Day 3				
Day 4				
Day 5				

Total Trip Hours* = 20 Total Trip Mileage = 450

*Add 1 hour pre plus 1 hour post trip per day to total

Cost Calculation:

a. Total Trip Hours 20 x $31 (Driver) = $620.00

b. Round Trip Miles 450 ÷ 7 miles per gallon = 64.29

c. (Total of b.) 64.29 x 5.00 (Diesel cost per gallon) = $321.45

d. Staff Cost = $120

e. Insurance: Number of Trip Days 2 x $7.51 = $15.02

f. Capital Allocation by Days: Number of Trip Days 2 x $185 = $370.00

g. Capital Allocation by Mile: Round Trip Miles 450 x $0.40 = $180.00

h. Maintenance Fee: Number of Trip Days 2 x $13.64 = $27.28

i. Total due to Spalding County = $1653.75

*Payment in full accepted by Visa/Mastercard/Debit or company check made payable to Spalding County

*Driver meals, accommodations, parking, tolls and all other travel related fees are the responsibility of user group.

BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Consider approval of recommendation from Leisure Services to contract with CBA Sports for the AMBUCS Park Community Center gymnasium floor project (RFP #2027-003)

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:
leisure services contract with CBA Sports.pdf

AMBUCS Park Community Center
Athletic Floor Project
Solicitation No.: 2027-003

Bid scoring 8/10/2026

Bidder: CBA Sports (Total Bid $79,805.00)

Base Bid $72,048 + Tile removal/disposal $1,297 + Core drill volleyball sleeves $6460 = **$79,805**

Selection Criteria	Weight	Scorer #1	Scorer #2	Scorer #3
1. Experience of bidder related to Gymnasium Floor or government facility construction	30	30	30	30
2. Ability to complete by 90 days after PO Issuance	30	30	30	30
3. Responsiveness of bid documents	20	20	20	20
4. Responsiveness of references	20	20	20	20
Subtotal		100	100	100
Total Score = 300				

Bidder: Dynamic Sports Construction, Inc. (Total Bid $91,169.00 + pending $16,890)

Base bid $78,328 + Tile removal/disposal $10,421.00 + Core drill Volleyball sleeves $2,420 = **$91,169**

*Plus $16,890.00 if vapor barrier is required

Selection Criteria	Weight	Scorer #1	Scorer #2	Scorer #3
1. Experience of bidder related to Gymnasium Floor or government facility construction	30	30	30	30
2. Ability to complete by 90 days after PO Issuance	30	30	25	25
3. Responsiveness of bid documents	20	16	20	20
4. Responsiveness of references	20	20	20	20
Subtotal		96	95	95
Total Score = 286				

Spalding County Board of Commissioners

Request for Proposal for Construction of Athletic Floor System for AMBUCS Park Community Center, Spalding County, Georgia
Project Number 2027-003

Spalding County Government, a vibrant and progressive public entity, is seeking proposals from a contractor for the construction of an indoor athletic floor system at AMBUCS Park Community Center, 1110 High Falls Road, Griffin, Spalding County, Georgia 30223.

Our vision for this renovation project is to enhance the functionality and longevity of our gymnasium/community center while maintaining the character and accessibility that serves our community's needs. The installation of a high-quality athletic flooring system is a critical component of this effort. We seek solutions that balance durability, performance, and sustainability, ensuring the space supports a wide range of recreational and athletic uses. We value partners who bring demonstrated expertise, innovative approaches, and a strong understanding of material performance, installation standards, and long-term maintenance considerations.

Responses to this solicitation are due no later than **2:00 p.m. ET on Wednesday, July 1 2026**. Sealed responses are due to **Mitzy Campbell, Procurement Director, PO Box 1087, Griffin, Georgia 30224** by mail or courier or in person at **119 E Solomon Street, Griffin, GA 30224.** Spalding County is not responsible for bids not being delivered due to delivery and/or postal services. Upon receipt of proposals, a review team will evaluate the proposals and recommend to the Board of Commissioners the top-ranked firm or firms for an interview.

The complete RFP document is available for review at the Spalding County website (https://www.spaldingcounty.com) or the Georgia Procurement Registry website at (https://ssl.doas.state.ga.us/gpr/).

Legal ad to run a total of four (4) weeks.
Please run the attached legal ad for the following dates:

Saturday, June 06, 2026
Saturday June 13, 2026
Saturday, June 20, 2026
Saturday, June 27, 2026

III. Time Schedule

The following schedule is supplied as a guideline rather than a set of absolute deadlines. The County reserves the right to modify or alter the schedule as needed.

Event	Date & Time
Issue RFP – First Advertisement	Saturday, June 06, 2026
Second Advertisement	Saturday, June 13, 2026
Mandatory Site Visit	Thursday, June 11, 2026; 10:00 AM ET
Third Advertisement	Saturday, June 20, 2026
Questions Due	Friday, June 19, 2026; 5:00 PM ET
Fourth Advertisement	Saturday, June 27, 2026
Addendum/Responses to Questions	Tuesday, June 23, 2026; 5:00 PM ET
Deadline for submittal of RFP	Wednesday, July 1, 2026; 2 PM ET
Interviews (if needed)	Week of July 6, 2026
BOC Award	TBD July 6 or 20, 2026; 6:00 PM ET

IV. Terms and Conditions

A. The County reserves the right to reject any and/or all Proposals, call for new Requests for Proposals, to waive any informalities in a proposal, and to select the qualified parties. The County reserves the right to accept, reject, and/or negotiate all proposals or parts of proposals deemed by the Board of Commissioners to be in the best interest of the citizens of Spalding County.

B. The County reserves the right to request clarification of information submitted and to request additional information from any respondent.

C. The County reserves the right to award any contract to the next most qualified respondent if the successful respondent does not execute a contract within thirty (30) days after the selection of the respondent.

D. Any proposal may be withdrawn up until the date and time set above for opening of the RFP responses. No proposal may be modified or withdrawn for a period of one hundred-twenty (120) calendar days thereafter.

E. The professional services contract resulting from acceptance of a proposal by the County shall be in a form supplied or approved by the County and shall reflect the specifications in this RFP. The County reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by Spalding County Board of Commissioners.

F. Ownership of all data, materials, and documentation prepared for and submitted in response to this RFP shall belong exclusively to Spalding County and will be considered a public record and subject to public inspection in accordance with Georgia public records laws. Exceptions may be requested by the applicant, citing applicable statutory authority for holding specific information in confidence. The approval of exceptions will be in the sole discretion of the County.

C. Game Line Striping
   - One (1) basketball court
   - One (1) volleyball court
   - Two (2) pickleball courts
   - Striping shall meet regulation standards and use durable coatings

VI. Add Alternate

Alternate – Tile Removal
- Provide separate pricing for tile removal
- Include demolition, haul-off, and disposal

VII. Contractor Responsibilities

- Verify Court dimensions
- Coordinate work with facility operations
- Follow all safety regulations
- Provide warranties
- Maintain clean job site

VIII. Bid Requirements

All bids must include the following:
- Completed Bid Form
- Company profile
- Contractor qualifications and experience must include the total number of completed projects and provide three references for completed indoor sports courts. Project timeline and milestones
- Itemized cost estimate which correlates with the accompanying plans
- Proof of compliance with E-Verify standards
- Proof of insurance coverage including:
  - General liability insurance: minimum of $1,000,000
  - Workers' compensation insurance: minimum of $1,000,000
  - Vehicle liability insurance: minimum of $1,000,000

IX. Submission Requirements

A. Summarize the bidder's unique qualifications in providing services related to this request including brief history of the company/firm, size, structure, and areas of practice.
   - If request is for professional services, please provide resumes, certifications, and licenses to include professional backgrounds of those working with Spalding County and/or directly responsible for the project.

B. Termination of Contract: This contract may be terminated, in whole or in part, at any time by mutual written consent, or by the County, with or without cause, upon giving sixty (60) days written notice to the successful respondent. If this contract is terminated, the County shall be liable only for payment under the payment provisions of the contract for services rendered and accepted material received by the County before the effective date of termination.

4. Project Compliance

Ability to Meet Timeline (90 Days After PO Issuance):

☐ YES ☐ NO

If NO, explain: _____

Mandatory Pre-Bid Site Visit Attendance:

☐ YES ☐ NO

5. Certifications & Compliance

☐ Firm is not debarred from State or Federal contracting

☐ Bid submitted without collusion or fraud

☐ Regulatory Compliance ☐ Ability to coordinate with utilities and county departments

6. Price Proposal

Total Lump Sum Bid Price: $ _____

7. Payment Terms

_____

_____

8. Authorized Signatures

Authorized Representative Name: _____

Title: _____

Signature: _____

ADDENDUM

Date of Addendum: June 17 2026
Construction of Indoor Athletic Floor System – AMBUCS Park Community Center
Project No.: 2027-003

Issued By: Spalding County Board of Commissioners

I. REVISIONS TO SCHEDULE OF EVENTS

- Mandatory Pre-Bid Site Visit:
  Tuesday, July 21, 2026; Between the hours of 10:00AM – 11:30 AM ET
  Location: AMBUCS Park Community Center, 1110 High Falls Road, Griffin, GA 30223

- Deadline for Questions: **Tuesday, July 28, 2026; 5:00 PM ET**
- Responses to question posted by: **Friday, July 31, 2026, 2:00PM**
- Bid Opening: **Thursday, August 6, 2026; 2:00 PM ET**
- BOC Agenda (Award Consideration): **Monday, August 17, 2026; 6:00 PM ET**

II. ACKNOWLEDGMENT

Respondents must acknowledge receipt of this Addendum in their proposal submission.

III. REMAINING TERMS

All other terms and conditions of the original RFP remain unchanged and in full effect.

SPALDING COUNTY BID SHEET

AMBUCS Park Community Center Athletic Floor Project
Solicitation No.: 2027-003

1. Company Information

Company Name: CBA Sports

Address: 3115 Medlock Bridge Road

City, State, Zip: Norcross, GA 30071

Primary Contact Name: Robert Taylor

Title: Vice President, Sports Flooring

Phone Number: 770-797-9990

Email Address: rtaylor@cbasports.com

2. Bid Submission Checklist

☒ One (1) Original Copy Submitted

☒ Three (3) Copies Submitted (Total 4)

☒ Company Profile Included

☒ Bidder Qualifications & Experience Included

☒ Three (3) References Provided

☒ Project Timeline & Milestones Included

☒ Itemized Cost Estimate Included

☒ Proof of E-Verify Compliance Attached

☒ Proof of Insurance Attached

☒ Licenses and Certifications Included (if applicable)

☐ List of Subcontractors Included N/A

3. Insurance Verification

☒ General Liability Insurance ($1,000,000 minimum)

☒ Workers' Compensation Insurance ($1,000,000 minimum)

☒ Vehicle Liability Insurance ($1,000,000 minimum)

4. Project Compliance

Ability to Meet Timeline (90 Days After PO Issuance):

☒ YES ☐ NO

If NO, explain: N/A

Mandatory Pre-Bid Site Visit Attendance:

☒ YES ☐ NO

5. Certifications & Compliance

☒ Firm is not debarred from State or Federal contracting

☒ Bid submitted without collusion or fraud

☒ Regulatory Compliance ☒ Ability to coordinate with utilities and county departments

6. Price Proposal

* Add Alternate #1 - Tile Removal/Disposal $ 1,297.00

Add Alternate #2 - Core Drill/VB Sleeves/Plates $ 6,460.00

Total Lump Sum Bid Price: $ **72,048.00 - Base Bid *** **TOTAL WITH ADD ALTERNATES** **$79,805.00**

CBA Sports acknowledges receipt of Addendum #1, Addendum #2, and Addendum #3

7. Payment Terms

Upon Completion

8. Authorized Signatures

Authorized Representative Name: Robert Taylor

Title: Vice President, Sports Flooring

Signature:

CBA Sports
3115 Medlock Bridge Rd. NW
Norcross, GA 30071

770-797-9990
800-547-7299
cbasports.com

cba sports
Sports Construction Specialists

INSTALLATION AGREEMENT

Date: 8/6/2026

Bill To: AMBUCS Park Community Center - 2027-003
Contact: Spalding County Board of Commissi
Address: 1110 High Falls Road
Griffin, GA 30223
Phone:

Project Site: AMBUCS Park Community Center - 2027-003
Contact: Spalding County Board of Commissioners
Address: 1110 High Falls Road
Griffin, GA 30223
Phone:

The following price includes all materials, installation, tax and freight necessary to complete the following project:

6,633 Sq. Ft. Floor

Installation of a Connor® ElastiPlus 7+2 athletic flooring system will include;

Installation of a Connor® ElastiPlus 7+2 pad & pour athletic floor system. Includes profile and RH test of slab to verify slab meets manufacturers tolerances for performance and warranty. Includes black cove base on gym walls and transitions at all doorways and openings in the gym. Painted game lines to include one basketball court, one volleyball court and three pickleball courts.

				Base Price	$ 68,505.04
ADDITIONAL ITEMS					
Cove Base	306	@	$3.77	per lin. ft.	1,153.62
Transitions	24	@	$3.36	per lin. ft.	80.64
RH Moisture Tests	2	@	$136.99	per lin. ft.	273.98
Sleeves 3-1/2" and Floor Plates	1	@	$473.97	per pair	473.97
NSS Autoscrubber		@		per system	-
Additional Lines / Borders		@		per sq ft	-
Custom Logo		@			-
Surface Removal	6,633	@	$0.89		5,903.37
Moisture Mitigation		@		sf	-
Core Drilling	1	@	$821.92	per pair	821.92
				Sub-Total	77,212.54
				Shipping & Handling	2,592.47
				Tax	NA
				TOTAL BASE BID	**$ 72,048.00**
				Add Alternate - Tile Removal/Disposal	**$ 1,297.00**
				Add Alternate - Core Drill/VB Sleeves/Plates	**$ 6,460.00**
				TOTAL WITH ADD ALTERNATES	**$ 79,805.00**

(Additional Items & Tax are added to total if applicable)
This bid is not inclusive of the following if applicable: leveling of sub-base, removal of existing surface, bleacher removal and/or installation, door thresholds, existing wall base removal, wall base molding, moisture mitigation, permits, additional insurance requirements, business license, or bid bonds as required (unless otherwise specified in writing.)

Bid shall be valid for a period of thirty (30) days from date noted below.
Pricing subject to change without notice beyond this time frame.

CBA Rep: *Robert Taylor* Date: 8/6/2026

Approved: Date:

AMBUCS Park Community Center
Spalding County, Georgia
Project Number 2027-003

Bid Requirements

Company Profile

Under the leadership of Dominique Wilkins, President, and Jamie Sartin, CEO, Custom Courts, Inc. dba CBA Sports has been in the athletic flooring business for over 33 years, with our corporate office and showroom located in Norcross, Georgia. CBA Sports is an industry leader in providing hardwood maple flooring, resilient athletic flooring, modular sports flooring, outdoor acrylic surfacing, synthetic turf, and maintenance on all the aforementioned products. Some of our customers include the Atlanta Hawks, University of Georgia, Georgia Tech, Clemson University, Wake Forest University, Georgia Southern University, University of West Georgia, and many other colleges, schools, parks departments, churches, training facilities, military bases, and residential customers.

Contractor Qualifications

CBA Sports corporate staffing consists of executive and administrative staff (clerical and financial), project management staff, sales staff, marketing staff, and installation and maintenance staff. CBA Sports is a member of the Maple Floor Manufacturer's Association (MFMA), and are certified installers for Connor, Aacer, Gerflor, Regupol, Ecore, Field Turf, and Mapei manufacturers.

Total Projects Per Year – Past Five Years:
2026 – To Date (August 6, 2026) – 144 Projects
2025 – 210 Projects
2024 – 207 Projects
2023 – 208 Projects
2022 – 215 Projects

CBA Sports is capable of completing this project within 90 days after issuance of a purchase order. We anticipate this project to take 14 days to complete.

Experience

Cobb County Parks & Recreation Department, Marietta, GA 30008
Installation of maple hardwood flooring in three different recreation gymnasiums.
Completion Date: October 2024
Contract Value: $658,759.00
Contact: Jud Martin: 770-547-2831 / jud.martin@cobbcounty.org

Seckinger High School, Buford, GA 30519 (Gwinnett County Public Schools)
Furnish and install maple hardwood flooring for main gym, auxiliary gym, and stage. Furnish and install resilient athletic flooring for the indoor running track and weight room.
Completion Date: March 2022
Contract Value: $501,843.00
Contact: Corey Gunter, Carroll Daniel Construction. 706-380-5342 / cgunter@carrolldaniel.com

Georgia Southern University, Statesboro, GA 30458
Furnish and install maple hardwood flooring in new convocation center.
Completion Date: August 2024
Contract Value: $302,051.00
Contact: Henry Williams, The Whiting-Turner Contracting Company.
770-350-5100 / henry.williams@whiting-turner.com

References

Shawn Schumacher, Cherokee County Parks Department / Woodstock Recreation Center, Woodstock, GA 30188
770-501-8002 / srschumacher@cherokeecountyga.gov

Sharp Turner, Thompson Turner Construction, Sumter, SC 29150 / (Clemson University)
803-773-8005 / sturner@thompsonturner.com

Donald Jenkins, Georgia Tech Institute of Technology, Atlanta, GA 30332
310-946-8112 / don.jenkins@cre.gatech.edu

Sean Gable, MEJA Construction Company, Peachtree City, GA 30269 / (Morrow High School)
770-315-6995 / seangable@mejaconstruction.com

Jason Major, Georgia College & State University, Milledgeville, GA 31061
706-473-6635 / Jason.Major@gcsu.edu

Project Timeline and Milestones

Removal and disposal of existing VCT tile – 1.5 Days
Profile and RH test the concrete slab - .25 Day
Download materials - .5 Day
Prep concrete slab and install dams – 1.75 Days
Install Basemat – 1.5 Days
Apply scratch coats 1 and 2 – 2 Days
Install wear layer – 1 Day
Install top coat – 3 Days
Paint game lines – 2 Days
Install wall base and transitions - .5 Day
Total Project Timeline – 14 Days

Required Services and Quality Assurance

CBA Sports is not aware of any local agencies or clients that we currently support that would cause a potential conflict of interest with Spalding County Board of Commissioners.

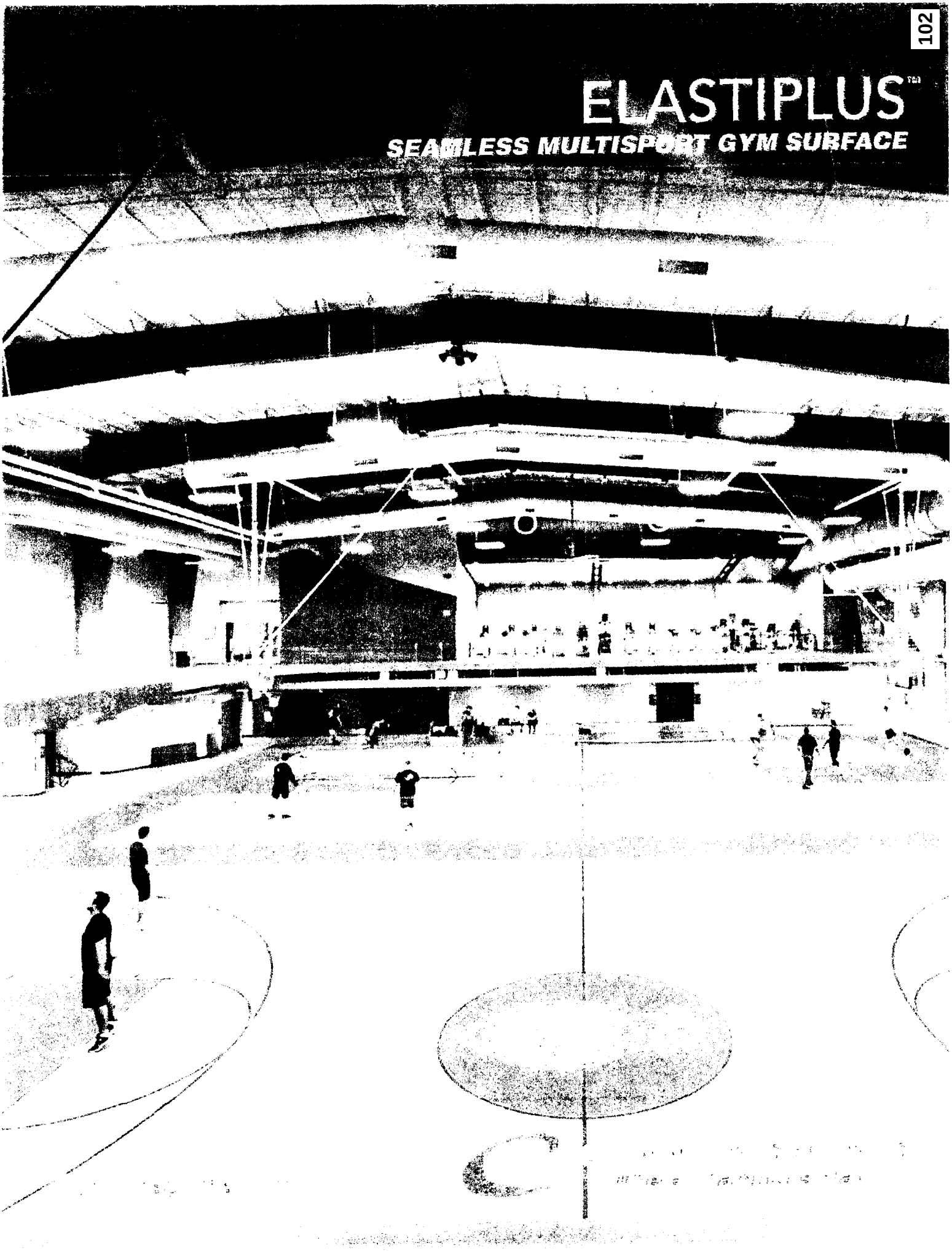
CBA Sports does not release communications of any type to any entity other than authorized representatives of the client.

CBA Sports utilizes the BuilderTrend project software system, and that system allows CBA Sports personnel and designated representatives of the client to access all information relative to the project. This includes daily reports, photographs, progress updates, and notes to be viewed throughout the project. Additionally, the project manager is always accessible through emails, texts, and telephone calls.

08/06/26

ELASTIPLUS™

SEAMLESS MULTISPORT GYM SURFACE



ELASTIPLUS™

SEAMLESS MULTISPORT GYM SURFACE

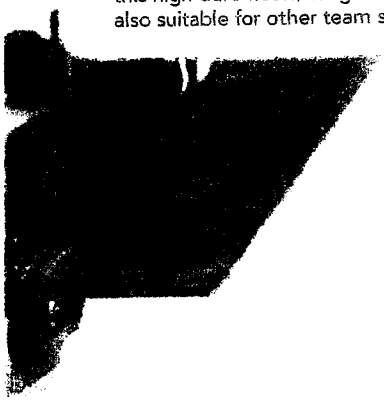
CONNOR SPORTS
Where Champions Play™

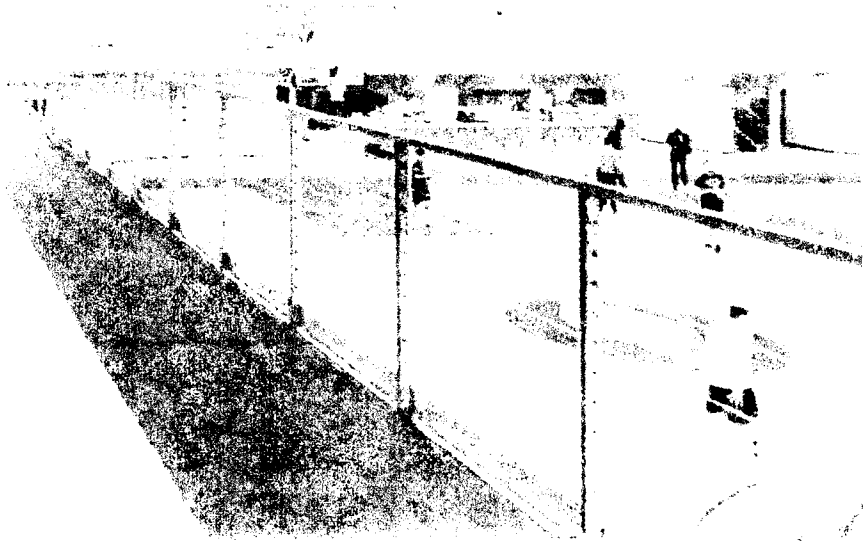
Our advanced poured urethane surface is highly customizable in terms of wear layer thickness, performance and resilience for a solution perfectly adapted for your facility's needs.

ELASTIPLUS IS AVAILABLE IN THREE PRODUCT TYPES.

Overall thickness options range from 6 mm to 11 mm, depending on intended use; suitable for multipurpose activity and everday sporting activity.

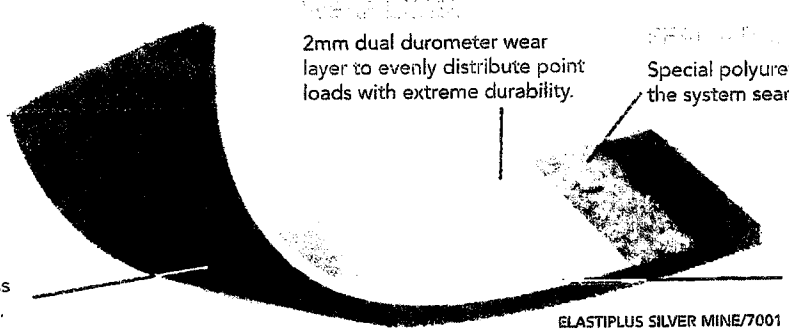
Inline skating and hockey clubs appreciate this high durometer, tough floor which is also suitable for other team sports.





2mm dual durometer wear layer to evenly distribute point loads with extreme durability.

Special polyurethane sealant layer makes the system seamlessly water resistant.



ELASTIPLUS SILVER MINE/7001

Consistent System Thickness for Controlled Performance.

Three-part Solvent Free Urethane Coating. Excellent Abrasion Resistance, Uniform Color and Low Maintenance.

DESERT SAND/CS 1001 | BURNT CLAY/CS 1011 | ARID BRONZE/CS 1019 | CANYON RED/CS 3009 | SILVER MINE/CS 7001 | MESA BLUE/CS 5010 | ASPEN SKY/CS 5024 | PEWTER/CS 0431P

GAMETIME GREEN/ CS 6024R | GAMETIME RED/ CS 3027R | GAMETIME BLUE/ CS 2985P | GREIGE/CS 0011P | PINES/CS 6026R

GAME LINE PAINT COLOR OPTIONS

Red | Green | White | Black | Yellow | Blue

Where Champions Play™

— SPORTS FLOORING — CONNOR SPORTS SPORT COURT

a company of Gerflor theflooringgroup

©2021 Connor® is a registered trademark of Connor Sports. TLT017 Rev. 3

SPALDING COUNTY BID SHEET

AMBUCS Park Community Center Athletic Floor Project
Solicitation No.: 2027-003

1. Company Information

Company Name: Dynamic Sports Construction, Inc.

Address: 4338 W. Highway 82

City, State, Zip: Gainesville, TX 76240

Primary Contact Name: Robert Wolesensky

Title: President

Phone Number: (512) 260-6722

Email Address: ryanm@dynamicsportsconstruction.com

Addendum 1-3 have been reviewed.

2. Bid Submission Checklist

☑ One (1) Original Copy Submitted

☑ Three (3) Copies Submitted (Total 4)

☑ Company Profile Included

☑ Bidder Qualifications & Experience Included

☑ Three (3) References Provided

☑ Project Timeline & Milestones Included

☑ Itemized Cost Estimate Included

☑ Proof of E-Verify Compliance Attached

☑ Proof of Insurance Attached

☐ Licenses and Certifications Included (if applicable) N/A

☐ List of Subcontractors Included N/A

3. Insurance Verification

☑ General Liability Insurance ($1,000,000 minimum)

☑ Workers' Compensation Insurance ($1,000,000 minimum)

☑ Vehicle Liability Insurance ($1,000,000 minimum)

4. Project Compliance

Ability to Meet Timeline (90 Days After PO Issuance):

☑ YES ☐ NO

If NO, explain: _____

Mandatory Pre-Bid Site Visit Attendance:

☑ YES ☐ NO

5. Certifications & Compliance

☑ Firm is not debarred from State or Federal contracting

☑ Bid submitted without collusion or fraud

☑ Regulatory Compliance ☑ Ability to coordinate with utilities and county departments

6. Price Proposal

Total Lump Sum Bid Price: $ 78,328.00* **

*our proposal is for our 7+2 (9mm) DynaForce system which is a DIRECT EQUAL to the system listed in the bid documents.
** add $10,421.00 for removal and disposal of the existing tile flooring and add $2,420.00 for the furnish and install of volleyball sleeves and cover plates. Please see itemized pricing section of Dynamic's bid submission for further itemized pricing and details.

7. Payment Terms

net 30 days after completion

8. Authorized Signatures

Authorized Representative Name: Robert Wolesensky

Title: President

Signature: Robert Wolesensky

AMBUCS Park Community Center
New Indoor Athletic Floor System
Project Number 2027-003

Dynamic Sports Construction
A. Company Profile

- Dynamic Sports Construction, Inc. ("Dynamic") is one of the longest continually owned and operated Indoor Athletic Flooring providers in the USA. Dynamic has been doing turn-key Indoor Athletic Flooring continuously for over 22 years.

- Our DynaForce® Indoor Athletic Flooring System is 100% MADE IN THE USA and our components are made in an ISO-9001 and ISO-14001 certified facility. Our domestic manufacturing allows us to provide system components with enhanced features while ensuring quick production and delivery to projects.

- Our DynaForce® system is ONLY sold and installed direct by Dynamic – we do not use third party distributors, dealers or 1099 parties. Our unique single-step method of supply and installation ensures you receive the best quality product at the most reasonable cost and allows us to complete projects timely and on schedule.

- Doing projects which include the removal of an existing floor covering, substrate preparation and supply of Indoor Athletic Floors of the type specified for the AMBUCS Park Community Central Recreation Center is nothing new to us – it is what we have been doing for over 22 years.

- While Dynamic is an employee owned company, Dynamic provides you with a uniquely qualified partner to perform your project. We provide strong financial stability and have completed public works athletic flooring projects that had contract values in excess of $2,000,000.00.

- Dynamic has sufficient equipment and crew power to complete approximately 100 projects annually of all sizes and types.

- Dynamic has the MOST experienced Indoor Athletic Flooring installation team in the industry – the combined experience of our installation team exceeds 250 years.

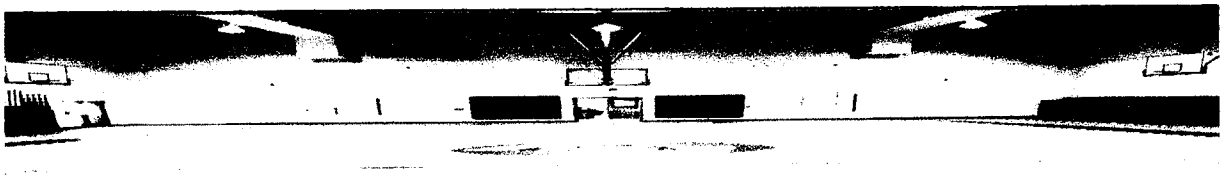
AMBUCS Park Community Center
New Indoor Athletic Floor System
Project Number 2027-003

B. Experience and Capability to Perform the Project

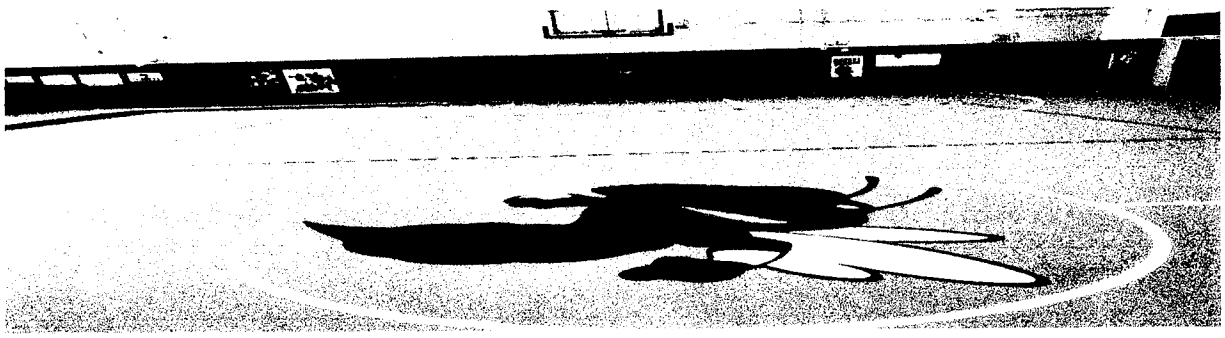
- Dynamic has completed public works Indoor Athletic Flooring projects of all types including projects as large as 80,000 square feet.
- Dynamic's domestic manufacturing of our system components and use of only our own full-time employee crews ensures we will be able to complete the AMBUCS Park Community Center project within (90) days from the issuance of a PO.
- Dynamic's workload capacity allows us to staff as many as (10) projects at any given time. This capacity allows us to staff and complete projects with a quick turnaround time.

References

Savannah Chatham School District
Dynamic removed existing floors, prepared the substrates and installed our DynaForce® system in multiple locations for the School District.
Contact Dre Jones (912) 414-8142

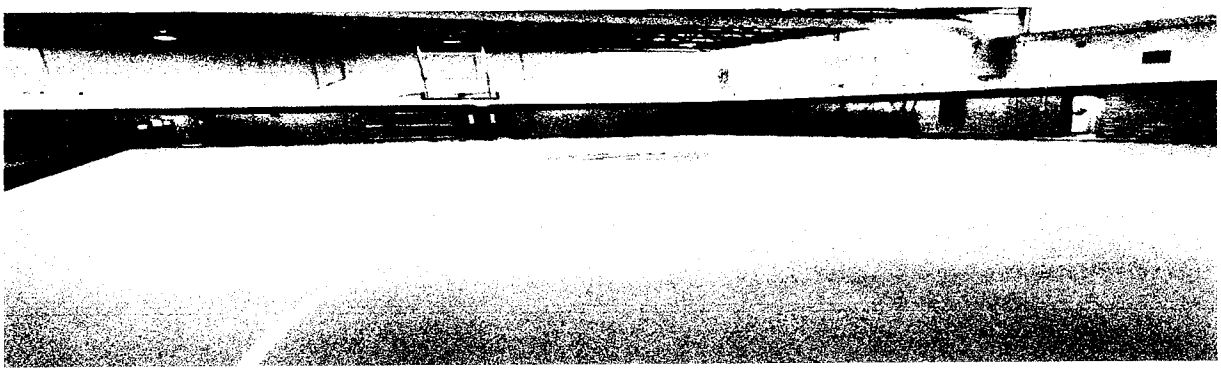


Southwest Middle School, Savannah, GA – DynaForce®



Hubert Middle School, Savannah, GA – DynaForce®

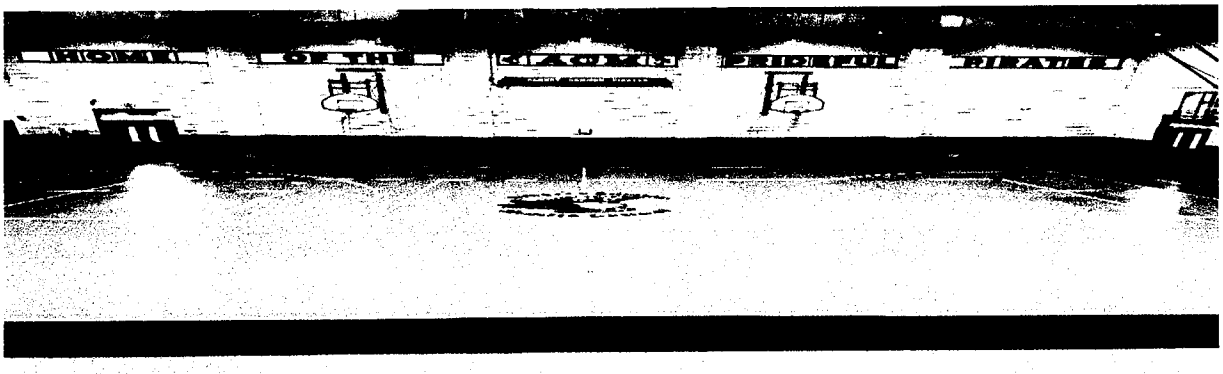
AMBUCS Park Community Center
New Indoor Athletic Floor System
Project Number 2027-003



STEM Academy at Bartlett Middle School, Savannah, GA – DynaForce®

St. Charles Parish Public Schools

Dynamic removed existing floors, prepared the substrates and installed our DynaForce® system at R.K. Smith Middle School and Albert Cammon Middle School.
Contact Kade Rogers (985) 785-3121



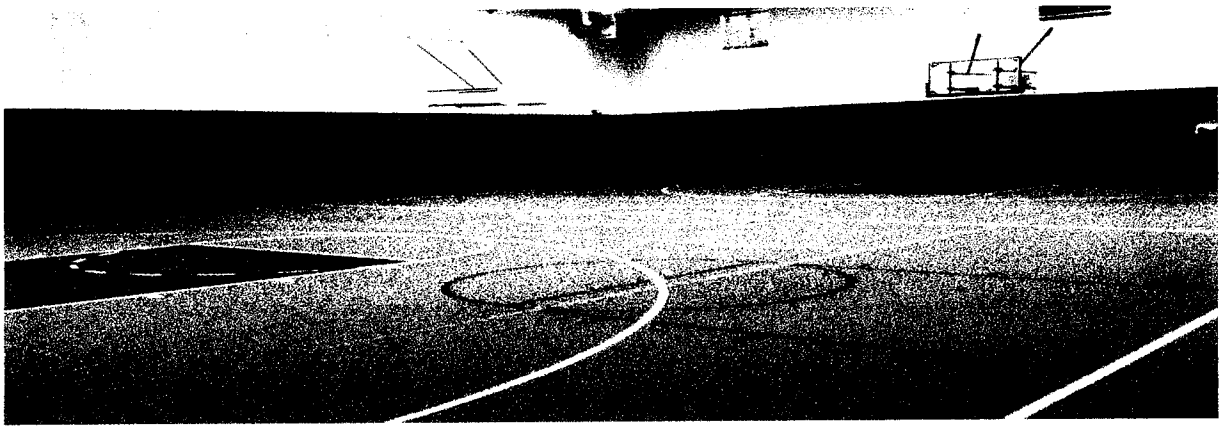
DynaForce® - Albert Cammon Middle School



DynaForce® - R.K. Smith Middle School

AMBUCS Park Community Center
New Indoor Athletic Floor System
Project Number 2027-003

Boys & Girls Club of Albany, Albany, GA
Dynamic removed an existing tile floor, prepared the substrate and installed our DynaForce® system.
Contact Jacqueline Robinson, CEO (229) 439-0196



Boys & Girls Club of Albany, GA – DynaForce®

C. Quality Assurance

- Dynamic does not disclose details regarding company projects and scope without the permission of its project owners.
- Communications and information are not disclosed to third parties without the permission of project owners.
- Dynamic's jobsite foreman/project manager provides daily updates in the field to project owners and to Dynamic's corporate office so that all project details are communicated. This eliminates questions or concerns regarding timing or site progress.
- Project Schedule
    - Days 1-4 site preparation, removal of existing tile floor, substrate preparation, receive materials for new floor.
    - Days 5-6 install 7mm base layer of DynaForce® system.
    - Days 7-8 apply base layer seal coats.
    - Day 9 apply 2mm wear layer.
    - Day 10 prep wear layer and layout for application of colored finish coatings.
    - Days 11-12 apply colored finish coatings.

- Day 13-14 layout and apply line striping.
- Day 15 install new wall base, clean-up and project walk through.

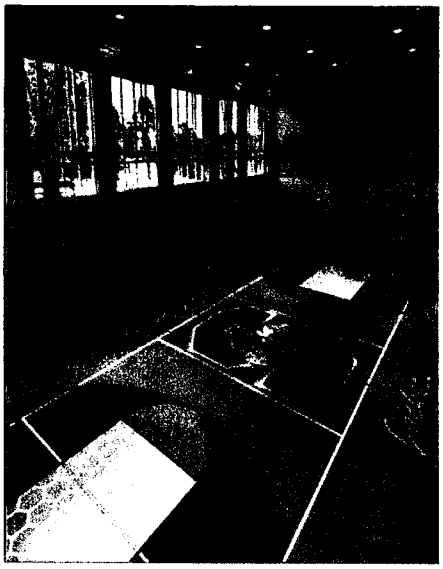
- Itemized Cost Estimate

  - Removal of existing floor and substrate preparation - $10,421.00
  - Supply and installation of new DynaForce® 7+2 (9mm) system - $73,105.00 (please note this includes using up to (8) 50lb bags of leveling and patching compound, if additional bags are required it will be a unit add alternate of $84.00 per 50lb bag). Please note if a moisture vapor barrier would be required add $16,890.00.
  - Apply line markings and new wall base - $5,223.00
  - Add alternate to core drill and furnish and install (1) pair of volleyball sleeves and cover plates - $2,420.00

DYNAFORCE® INDOOR FLOORING SYSTEM

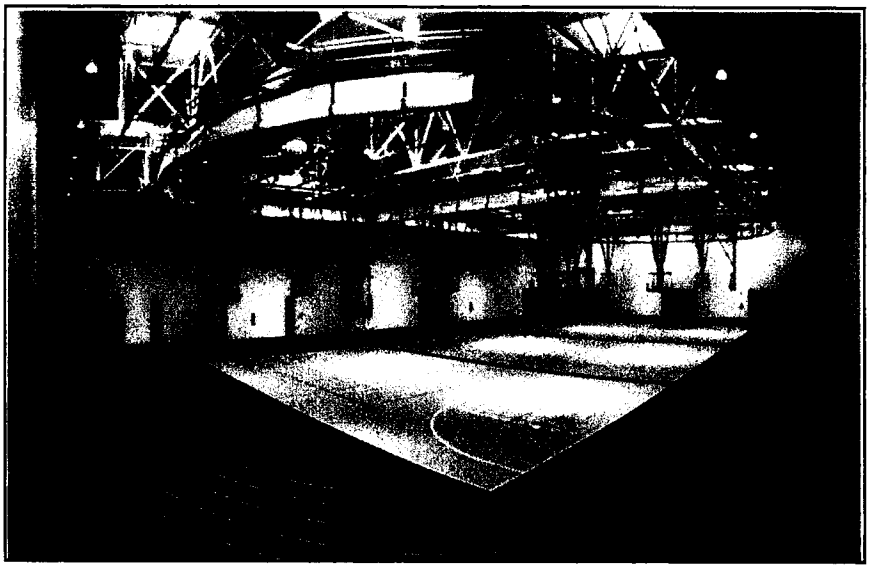
Dynamic SPORTS CONSTRUCTION, INC.

ENERGY STARTS WITH THE ATHLETE
DYNAFORCE® RAISES IT TO A HIGHER LEVEL









You'll find DynaForce® at hundreds of universities, schools & recreational facilities nationwide.

A hybrid system that merges the best attributes of sheet and poured systems so *any* athlete can excel. Best+Best=DynaForce®.

The beauty of this system isn't just its amazing looks. DynaForce® is about superior performance, safety and flexibility.

From basketball, & volleyball, to pickleball. PE to aerobics, soccer to football drills and more, DynaForce® delivers:

- **Greater customization.** You choose more or less padding, more or less resilience.
- **Superior energy return** for higher performance competition.
- **Greater tensile strength** for superior static & rolling load characteristics – think banquet tables, bleacher loads, fitness equipment.
- **Seamless, non-porous surface** enhances performance, durability and sanitation.
- **Easy, cost-efficient updating through refinishing** – no expensive removal or replacement.
- **Durability** – 25+ year life span!
- **Ideal shock absorption** for high performance *and* safety.

Reduced joint stress
and fatigue, fewer injuries,
greater player confidence,
better quality training
& competition,
greater comfort

- **Long-term aesthetic appeal** – special finish, 8+ colors, customization.
- **Flexibility** – works in conjunction with our indoor track & other multi-purpose products.
- **Environmental stewardship** – DynaForce is recyclable, eligible for 6+ LEED points and installed with our Zero Mercury product formulations.

Dynamic: Pertaining to energy or power in motion; involving or causing energy, motion, action or change: opposite to static.

4338 W. Highway 82 • Gainesville, TX 76240 • Tel: (512) 260-6722 • Toll Free: (800) 517-0015 • Fax: (512) 260-9118 • www.dynamicsportsconstruction.com

Dynamic SPORTS CONSTRUCTION, INC.

DYNAFORCE®: CONTAINED ENERGY THAT WILL PERFORM INTO THE NEXT DECADE AND BEYOND

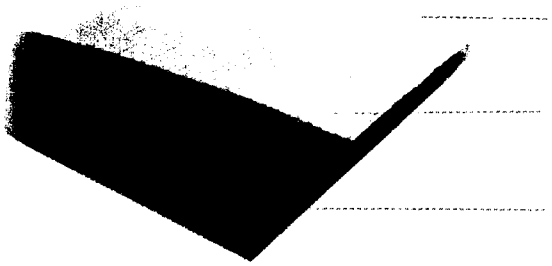
DYNAFORCE®

Made in the USA

We customize each system to your needs. Choose...

- Your system thickness, from 6 mm to 16 mm, for desired performance.
- The surface texture and wear layer you need, from tennis to track.
- The right warranty for your investment.
- Customized color, logo and layout choices.

DynaForce® delivers unmatched durability through its incredibly strong top layer that will not separate over time. And it can be refinished without costly removal or replacement.



Seamless, self leveling 2 mm polyurethane wear layer performs like wood, with optimum slide and slip resistance and resilience. The next generation in polyurethane technology, DynaForce's resin is low maintenence, durable, anti-bacterial, impervious and virtually indestructible.

Optional fiberglass reinforcing layer for greater dimensional strength.

Dual-Durometer technology combines special polyurethane layer with technologically advanced base-mat underlay for greater durability and resistant wear. The result: a more predictable floor surface with superior deformation recovery and even distribution of point loads.

Bring on the sports, aerobics, equipment, banquets, street shoes...

- Low life-cycle cost due to ease of refinishing – no removal or replacement necessary.
- Available in a range of shock absorption levels, DynaForce's special recycled rubber pad delivers better, more consistent shock absorption and is eligible for LEED points.
- Specifically designed comfort layer returns maximum dimensional memory and load capacity.
- Special UV-cured polyurethane finish.

The Dynamic Story:

We are a premiere, full-service contractor specializing *only* in high performance and multipurpose flooring solutions. An American company, we take pride in delivering products made entirely in the USA in **an ISO 9001-2000 certified facility**.

We also take pride in our team. We employ the most experienced installation technicians in the industry to install 100+ indoor sports floors and running tracks annually. *No subcontractors.* And we manufacture, sell and install directly to you, the customer. We believe this is the best way to deliver a better product, plus it allows us to deliver *unmatched value pricing*! We're led by people who've been champions of this business for 15+ years.

DynaGreen™ ENVIRONMENTALLY FRIENDLY

Environmental stewardship is at the core of the Dynamic philosophy. We create recyclable products from locally sourced materials, re-using existing and rapidly re-newable resources. Our VOC compliant sustainable systems are eligible for LEED points, installed with zero-mercury product formulations and are less chemically demanding.

Dynamic: Pertaining to energy or power in motion; involving or causing energy, motion, action or change: opposite to static.

4338 W. Highway 82 • Gainesville, TX 76240 • Tel: (512) 260-6722 • Toll Free: (800) 517-0015 • Fax: (512) 233-5383 • www.dynamicsportsconstruction.com

Consider approval of contract with Valor Protection Safety Agencyfor Safety Officer Services.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:
Valor - Spalding County Event Safety Proposal.pdf
Valor Protection Services Agreement (8-7-2026).pdf

VALOR PROTECTION SAFETY AGENCY

EVENT SAFETY OFFICER SERVICES

Safety Partnership Proposal

Prepared for the Spalding County Parks and Leisure Services Advisory Commission

Armed and Unarmed Event Safety Officers | 2026 Fall Sports Season

Presented by the Office of the Chief Executive • Asante Hill, Founder & CEO

EXECUTIVE SUMMARY

Why Valor, and What We Are Proposing

Valor Protection Safety Agency proposes a structured event safety partnership for Spalding County Parks and Leisure Services. Our officers provide a visible, professional, and accountable safety presence at youth sports events and community gatherings, supported by centralized coordination, field supervision, and site-specific reporting.

Armed & Unarmed

Flexible officer tiers matched to each venue and event risk profile

24/7

Command Center coordination, dispatch, and real-time monitoring

Site-Specific

Post orders, reporting, and proof of performance for every location

Our goal is simple: give the county visibility, consistency, and confidence in the safety presence at every event we support.

ABOUT THE AGENCY

Who We Are and What We Do

Valor Protection Safety Agency is a full-service safety agency. We provide structured, professional safety support built on training, supervision, and accountability, so the people and places we protect are safer and the partners we serve have confidence in the presence we provide.

What We Provide

- Armed and unarmed safety and event safety officers
- K9 bomb and firearms detection support
- Patrol, access control, and traffic management
- Surveillance monitoring and alarm response
- Executive protection and specialized protective services
- Safety consulting, training, and risk assessments

Who We Serve

- Schools, universities, and youth programs
- Municipalities and public sector partners
- Hospitals and houses of worship
- Hospitality, commercial, and residential communities
- Special events and community gatherings

Safety is a partnership. We do not simply place people on post; we build safety operations around each client we serve.

WHAT WE STAND ON

Our Core Values

These are not words on a wall. They are the standard behind every officer we place and every partnership we hold.

Partnerships

We build safety partnerships, not transactions.

Integrity

We do what is right, documented and defensible.

People

We protect people and invest in our officers.

Stewardship

We steward the trust and standards placed in us.

Excellence

We hold a premium standard at every post.

OUR STORY

A Georgia Safety Agency Built on Standards

Valor Protection Safety Agency was founded to raise the standard for what a safety presence should be. We are a Georgia-based safety agency serving schools, universities, municipalities, hospitals, houses of worship, hospitality groups, residential communities, and public sector partners across the Atlanta region and beyond. We were built around a simple conviction: safety is a partnership, not a headcount.

School Safety

Trusted for large-scale school safety programs, including work with Gwinnett County Public Schools.

Public Sector

Specialized public safety operations supporting sheriff and hospital-based monitoring models.

Community & Events

Youth sports, houses of worship, YMCA locations, hospitality, and residential communities.

Peak Operations

Coordinating 70+ officers on post at once through a centralized Command Center.

TRUSTED ACROSS GEORGIA AND BEYOND

A Sample of the Partners We Serve

Valor is trusted by schools, universities, hospitality groups, and community organizations that hold high standards for safety and professionalism. A sample of our current and recent partners:

Moxy Atlanta Hotels

HOSPITALITY

Gwinnett County Public Schools

K-12 SCHOOL SAFETY

Clark Atlanta University

HIGHER EDUCATION

South Carolina State University

HIGHER EDUCATION

YMCA of Metro Atlanta

COMMUNITY & YOUTH

Milton Montessori Schools

PRIVATE EDUCATION

Resurgence Hall Charter School

CHARTER SCHOOL

And Growing

SCHOOLS • HOSPITALITY • FAITH • COMMUNITY

OFFICE OF THE CHIEF EXECUTIVE

Founded and Led by Asante Hill

I built Valor on a simple conviction: safety is a responsibility we carry on behalf of the people who trust us. Every officer we place at your events reflects that standard.

I stay personally involved in our client partnerships because the communities and families we protect deserve leadership that is present, accountable, and invested in getting it right. That is the standard I hold our agency to, and the standard Spalding County can expect from us.

Asante Hill
Founder & Chief Executive Officer

Hands-On Leadership

Directly engaged in strategy, standards, and client relationships.

Direct Accessibility

A responsive Executive Office that county leadership can reach.

Standards from the Top

Appearance, conduct, and accountability set and enforced by the Chief.

Personal Accountability

The success of this partnership is owned at the executive level.

EXECUTIVE OFFICE & DEPARTMENT LEADERSHIP

Your Leadership Team and Points of Contact

Asante Hill

Founder & Chief Executive Officer

Executive sponsor of the Spalding County partnership; oversees strategy, standards, and client relationships.

Director Wheeler

Department of Operations

Owns scheduling, staffing, field coverage, and service delivery across all active posts.

operations@vpsa.us

Director Broughton

Partnerships Department

Primary partnership point of contact; onboarding, service reviews, and client visibility.

partnerships@vpsa.us

Director Thomas

Learning & Development

Owns officer training, LMS content, and event-safety readiness standards.

valortraining@vpsa.us

Director Robinson

Human Resources

Owns recruiting, vetting and screening, credentialing, and compliance.

Command Center

24/7 Operations Watch

Centralized coordination, dispatch, monitoring, and the 24/7 call line for every event.

DEPARTMENT ACCOUNTABILITY

How Each Department Serves Spalding County

Your partnership is not carried by one person. Each Valor department owns a clear part of your service, so accountability is built in from the field to the Executive Office.

Operations & Command Center

Director Wheeler

Daily coverage and scheduling, real-time dispatch, 24/7 monitoring, and gap closure so no event is left uncovered.

Partnerships

Director Broughton

Your dedicated point of contact for service reviews, feedback, client visibility, and portal access throughout the season.

Learning & Development

Director Thomas

Event-ready officers through structured, scenario-based training, training audits, and continuous readiness improvement.

Human Resources

Director Robinson

Vetted, screened, and compliant officers, with ongoing credential and certification tracking so nothing lapses on post.

CLIENT ENVIRONMENT

Our Understanding of Your Fall Sports Season

Spalding County's fall sports season brings families, youth athletes, and spectators together across multiple venues on overlapping schedules. Each site carries its own traffic, access, and crowd dynamics. Valor staffs to that reality with zoned coverage and a consistent, professional presence.

Youth Tackle Football

- Spalding High (Jamboree), Griffin High, and Memorial Stadium venues
- Saturday game days and a tentative homecoming and championship schedule
- Zoned coverage across the venue (Zones 1 through 5) with a five-officer team
- Extended day windows, including full-day championship coverage

Youth Baseball Fall League

- Wyomia Tyus Olympic Park, 1301 Cowan Road
- Weeknight and Saturday coverage across an eight-week league
- Zone 1 officer presence sized to the venue and attendance
- Consistent officer assignment for familiarity and continuity

2026 FALL SPORTS SEASON

Your Requested Coverage Schedule

Coverage as outlined by the county for the 2026 fall season. Zones and officer counts reflect the requested staffing model for each program.

YOUTH TACKLE FOOTBALL • ZONES 1–5 • 5 OFFICERS PER GAME DAY

Venue	Game Day	Hours	Duration
Spalding High (Jamboree), 433 Wilson Rd	Aug 15, 2026	8:30a – 6:00p	9.5 hrs
Spalding High (Jamboree), 433 Wilson Rd	Saturdays (TBD)	9:00a – 7:30p	10.5 hrs
Griffin High, 1617 W. Poplar St	Saturdays (TBD)	9:00a – 7:30p	10.5 hrs
Memorial Stadium, 310 E. Poplar St	Homecoming (tentative 10/17)	9:00a – 7:30p	10.5 hrs
Griffin High, 1617 W. Poplar St	Tentative 11/7/2026	9:00a – 7:30p	10.5 hrs
Memorial Stadium – Championship, 310 E. Poplar St	Nov 21, 2026	8:00a – 9:00p	10.5 hrs

YOUTH BASEBALL FALL LEAGUE • ZONE 1 • 1 OFFICER • WYOMIA TYUS OLYMPIC PARK, 1301 COWAN RD

Segment	Dates	Schedule	Duration
Week 1	Sept 19	Saturday 9:00a – 6:00p	9 hrs
Weeks 2 – 8	Sept 21 – Nov 7	Mon / Tue / Thu 6:00 – 9:00p; Saturday 9:00a – 6:00p	18 hrs / wk

Schedule reflects the county's current plan; tentative and championship dates confirmed as the season is finalized.

SERVICE MODEL

Armed and Unarmed Event Safety Officers

We match the officer tier to the venue, event, and risk profile so the county gets the right presence for each setting. Both tiers hold Valor to the same standards of appearance, conduct, reporting, and supervision.

Unarmed Safety Officers

- Visible, professional presence for general crowd, access, and traffic support
- Ideal for youth sports, family events, and community gatherings
- Complete the required 24-hour unarmed officer certification
- De-escalation-first approach with clear escalation to supervisors and law enforcement

Armed Safety Officers

- Heightened deterrence for higher-attendance events and elevated risk profiles
- Meet Georgia state board compliance for armed officers
- Deployed by venue, event, and risk assessment in coordination with county leadership
- Level III retention holsters and standardized 9mm duty ammunition

The blend of armed and unarmed officers is set with the county, event by event, so coverage always fits the setting.

SPECIALIZED CAPABILITY

K9 Bomb and Firearms Detection

For events where enhanced screening adds a meaningful layer of safety, Valor offers certified detection canine support. Our K9 teams provide explosive and firearms detection to help identify threats before they reach the crowd, adding proactive prevention to our on-site officer presence.

Explosive Detection

Sweeps of venues, entry points, and packages before and during events.

Firearms Detection

Proactive detection of firearms at access points and in gathering areas.

Certified Handler Teams

Trained handler and canine teams held to Valor's supervision and reporting standards.

Event Integration

Deployed by risk assessment alongside officers and coordinated by the Command Center.

HUMAN RESOURCES | DIRECTOR ROBINSON

How We Vet and Screen Every Officer

The officers we place at your events are selected before they are ever assigned. Vetting and screening is owned by Human Reso urces and is a condition of assignment, not an afterthought.

Background & Identity

- Criminal background screening
- Identity and work-authorization verification
- Reference and employment history review
- Motor vehicle check where driving is required

Licensing & Credentials

- Armed officers meet Georgia state board compliance
- Unarmed officers complete the required 24-hour certification
- Firearms qualification, Level III retention holsters, and 9mm duty ammunition
- Ongoing credential and certification tracking on post

Fit, Conduct & Readiness

- Interview and conduct review for public-facing roles
- Child-safety awareness for youth and family events
- Appearance, grooming, and professionalism standards
- Onboarding and required training before first assignment

TRAINING CURRICULUM

What Your Event Safety Officers Are Trained To Do

Every officer completes required training before their first assignment. Our event safety curriculum covers the full range of what a game day or community event demands.

Crowd & Access Management

Entry points, crowd flow, and controlled access at busy venues.

Traffic & Parking Management

Vehicle flow, parking, and pedestrian safety around venues.

De-escalation & Conflict

Calm, professional handling of disputes with families and guests.

Emergency & Medical Response

First-response roles for medical incidents and on-site emergencies.

Severe Weather & Evacuation

Weather monitoring and orderly evacuation with clear communication.

Child & Family Safety

Youth-event awareness, including lost-child and parent-concern protocols.

Incident Documentation

Clear, defensible reporting: what happened, action taken, result.

Communication & Escalation

Escalating to supervisors, the Command Center, and law enforcement.

Armed Officer Qualification

Firearms qualification and use-of-force standards for armed posts.

LEARNING & DEVELOPMENT | DIRECTOR THOMAS

A Department Built Around Officer Readiness

Valor invests in a dedicated Learning and Development department because trained officers reduce risk, perform better in the field, and protect the county and the agency. Training is structured, tracked, and continuously improved.

Structured LMS

A learning management system delivers consistent onboarding and role-specific training to every officer.

Scenario-Based

Training is practical and real-world: what to do, what not to do, and when to escalate.

Training Audits

L&D audits site training, surveys officers, and closes gaps identified in the field.

Continuous Development

Trend signals from Operations feed new and refreshed training to keep readiness current.

OPERATIONS | DIRECTOR WHEELER

The Valor Command Center

Your event is never covered in isolation. Every officer we place is connected to a centralized, 24/7 Command Center running on Valor's proprietary command software for scheduling, geofencing, and live officer status. It monitors, coordinates, and documents in real time across all active posts. This is the difference between a guard on a field and a coordinated safety operation behind them.

Officer Readiness

Confirms clock-ins, geofence presence, uniform, equipment, and armed-post requirements at every shift start.

Coverage Management

Logs call-offs and dispatches relief through the command platform so no post is left uncovered.

Real-Time Monitoring

Tracks checkpoints, tours, and geofencing with surveillance feeds and live status across sites.

24/7 Call Line & Escalation

A single point of contact that intakes incidents, escalates serious matters, and follows through to resolution.

COMMAND CENTER TECHNOLOGY

Real-Time Monitoring and Geofencing

Our command software gives the Command Center a live operating picture of every post. For Spalding County, that means we can verify officers are where they should be, doing what they should be doing, in real time, not just at the end of a shift.

Geofencing & Post Presence

Each post has a defined geofence. The Command Center confirms officers are physically on site and flags anyone off-post.

Checkpoints & Guard Tours

Scheduled scans and tours confirm officers are actively covering their assigned zones, not just clocked in.

Live Status & Surveillance

Clock-ins, breaks, early clock-outs, and available surveillance feeds monitored across every active site.

Report Quality Control

Daily Activity Reports reviewed in real time for accuracy, completeness, and professionalism.

OPERATIONS | FIELD SUPERVISION

Officers Are Supervised, Not Just Scheduled

Every event is backed by layered supervision. Field supervisors are accountable for officer performance on the ground, while the Command Center provides oversight across all sites. Accountability is built in at every level.

On-Site Supervision

- Site visits and post inspections during events
- Verifies appearance, conduct, and post presence
- Coaches officers and corrects issues in real time
- First line of escalation for the field

Command Center Oversight

- Monitors checkpoints, tours, and geofencing live
- Audits reports for accuracy and completeness
- Tracks tardiness, coverage, and open items
- Escalates safety and liability matters immediately

Accountability & Trends

- Patterns in lateness, call-offs, or missed checkpoints flagged
- Repeat issues routed to Learning & Development
- Corrective action documented and owned
- Client concerns tracked to resolution

PUBLIC SAFETY PARTNERSHIP

How We Coordinate with Law Enforcement

Valor works with local law enforcement, never around it. Our officers understand their role: provide a professional safety presence, de-escalate where possible, and coordinate cleanly with police when a situation calls for sworn authority.

Clear Lanes of Authority

- Officers act within private safety authority
- They know where sworn law enforcement authority begins
- Police are engaged when their authority is needed, without overstep

Escalation & Handoff

- Defined protocols for escalating to police
- Clear, accurate information handoff on scene
- Command Center coordinates with dispatch in real time

Pre-Event Coordination

- Plans and points of contact shared with law enforcement in advance
- Alignment on roles, access, and communication
- Coordination documented for accountability

LIABILITY REDUCTION

Risk Management and State Compliance

Valor reduces risk for the county before it ever reaches an event. Compliance, documentation, and proactive planning are built into how we operate, protecting the county, the public, and the agency.

State Compliance & Licensing

- Georgia state board licensing for security personnel
- Armed officers meet state board armed requirements
- Unarmed officers hold the required 24-hour certification
- Ongoing regulatory adherence and credential tracking

Insurance & Liability

- Agency insurance coverage appropriate to the work
- Defensible documentation for every event
- Incident reporting that reduces exposure
- Clear command structure and accountability

Proactive Risk Management

- Risk and threat assessments for venues and events
- Site-specific post orders and coverage plans
- Environmental and access safety reviews
- Defined escalation and emergency protocols

PROOF OF PERFORMANCE

You See the Work, Not Just the Presence

Reporting protects both the county and the agency. Spalding County receives secure client portal access to see the work in near real time, turning a safety presence into documented, defensible proof of performance.

Site-Specific Reporting

- Daily Activity Reports (DARs) for every event
- Checkpoint scans logged throughout each shift
- Guard tours documented by site and time
- Customized, site-specific reporting forms

Client Portal Access

- Secure portal access to Valor's command platform
- View reports, checkpoints, and guard tours by site
- Near real-time visibility into coverage and post activity
- Export and share documentation with your stakeholders

Quality Control

- Command Center audits reports for accuracy
- Vague or incomplete reports corrected
- Consistency and professionalism enforced
- Trends surfaced to leadership and training

PARTNERSHIPS | DIRECTOR BROUGHTON

A Consultative Partnership, Not a Vendor

Valor does not simply sell hours. Our Partnerships department, led by Director Broughton, is your dedicated point of contact for the life of the relationship, focused on making sure the service continues to fit Spalding County's needs.

Dedicated Point of Contact

- A named partnership lead who knows your account
- Responsive, accessible communication
- A single relationship owner across departments

Service Reviews & Feedback

- Regular reviews of coverage and performance
- A clear channel for county feedback and requests
- Adjustments made as the season and needs evolve

Client Visibility

- Site-specific reporting and proof of performance
- Client portal access to reports and documentation
- Transparency you can share with your stakeholders

PARTNERSHIP INTEGRATION

How We Onboard the Spalding County Partnership

Our integration process is designed to make the start of the partnership smooth, organized, and accountable, so officers are ready and expectations are clear before the first event.

1 Discovery & Assessment

Review venues, schedules, and risk with county leadership to define scope and expectations.

2 Site Planning & Post Orders

Build site-specific post orders, zone coverage, and reporting for each venue.

3 Staffing & Screening

Assign vetted, credentialed officers and confirm armed and unarmed coverage per event.

4 Training & Readiness

Complete event-specific and child-safety training; confirm officers are ready before day one.

5 Launch & Command Support

Go live with Command Center coordination, on-site supervision, and the 24/7 call line.

6 Review & Optimize

Ongoing service reviews, reporting, and adjustments as the season progresses.

WHY VALOR

What This Partnership Gives Spalding County

The Right Presence

Armed and unarmed officers matched to each venue and event.

Coordinated, Not Isolated

A 24/7 Command Center and layered supervision behind every post.

Trained & Vetted

Officers screened, credentialed, and trained before day one.

Visible & Accountable

Site-specific reporting and portal access as proof of performance.

A Real Point of Contact

A dedicated partnership lead and responsive leadership.

Built for Youth & Family

Child-safety awareness and a professional, reassuring presence.

PARTNERSHIP | NEXT STEPS

Moving Forward Together

We measure this partnership by outcomes, not hours: visibility, consistency, and confidence at every event we support.

- Confirm the fall event schedule and armed and unarmed coverage per venue
- Finalize scope, post orders, and site-specific reporting
- Complete officer assignment, screening, and event-specific training
- Launch with Command Center coordination and on-site supervision

Department Contacts

Partnerships
partnerships@vpsa.us

Operations
operations@vpsa.us

Learning & Development
valortraining@vpsa.us

Office of the Chief Executive
Asante Hill, Founder & CEO

VALOR PROTECTION SAFETY AGENCY
SERVICES AGREEMENT

Event Safety Officer Services

This Services Agreement (the **"Agreement"**) is entered into as of **8/15/2026** (the **"Effective Date"**), by and between **Spalding County**, a political subdivision of the State of Georgia, with offices at 119 E. Solomon Street, Griffin, Georgia 30223 (the **"Client"** or "County"), and **Valor Protection Safety Agency**, a Georgia safety agency with offices at 3355 Lenox Road NE, Suite 750, Atlanta, Georgia 30326 ("**Valor**" or the "Provider"). The Client and Valor are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Client operates youth football and youth baseball programs and desires a professional safety presence to observe, monitor, and report on conditions and activity at its events; and

WHEREAS, Valor is engaged in the business of providing structured safety and protective services and maintains trained, screened personnel and the supervisory, reporting, and insurance infrastructure to support the Client's programs; and

WHEREAS, the Parties desire to establish the terms under which Valor will provide Event Safety Officer services to the Client.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1. Engagement and Scope of Services

1.1 Engagement. The Client engages Valor, and Valor agrees, to provide Event Safety Officer services (the "Services") in support of the Client's youth football and youth baseball programs at the locations, dates, and times mutually scheduled by the Parties.

1.2 Nature of the Services. The Services are limited to a professional safety presence consisting of observing, monitoring, and reporting. Event Safety Officers provide visibility, situational awareness, and documentation of conditions and activity, and communicate and escalate concerns to Client leadership and, when appropriate, to public safety authorities.

1.3 Not Law Enforcement. Valor and its Event Safety Officers are private personnel and are not law enforcement officers. Except as to the lawful protection of persons and property, Valor does not exercise police powers, and nothing in this Agreement authorizes or obligates Valor to make arrests, take persons into custody, or perform any function reserved to sworn law enforcement.

1.4 No Guarantee. Safety services reduce risk; they do not eliminate it. Valor does not guarantee, warrant, or insure that any act, incident, injury, or loss will be prevented, and the presence of Event Safety Officers shall not be construed as any such guarantee.

1.5 Scheduling. The Client will provide Valor with reasonable advance notice of coverage requests, including dates, times, locations, and the number and posture (unarmed or armed) of officers requested. Coverage is subject to Valor's confirmation and personnel availability.

ARTICLE 2. Personnel, Training, and Screening

2.1 Qualified Personnel. Valor will assign Event Safety Officers who meet Valor's professional standards for appearance, conduct, and field readiness and who are appropriately licensed where required by Georgia law.

2.2 Event Safety Officer Training. Every officer assigned under this Agreement will complete Valor's Event Safety Officer training prior to deployment. This training establishes the standards for observation, monitoring, reporting, communication, de-escalation awareness, and escalation appropriate to youth sporting environments.

2.3 Screening Requirements. Every officer assigned under this Agreement will satisfy Valor's screening requirements, which include background screening consistent with work in youth environments. No officer will be assigned who has not cleared Valor's screening requirements.

2.4 Supervision. Valor personnel remain at all times the employees or contractors of Valor and are subject to Valor's direction, supervision, and control. Valor is responsible for the hiring, discipline, scheduling, and field supervision of its officers.

2.5 Conduct and Reassignment. Valor will maintain professional conduct standards for its officers. The Client may request, and Valor will make reasonable efforts to accommodate, the reassignment of any officer whose performance or conduct the Client reasonably finds unsuitable.

ARTICLE 3. Reporting and Client Visibility

3.1 Documentation. Valor will document its Services through site-appropriate reporting, which may include activity notes and incident reports, so that the Client has visibility into the coverage provided and a defensible record of performance.

3.2 Incident Notification. Valor will notify designated Client contacts of material incidents in a timely manner consistent with the nature and severity of the incident and, where warranted, will support notification to public safety authorities.

ARTICLE 4. Fees and Payment Terms

4.1 Rates. The Client will pay Valor for the Services at the following hourly rates:

Officer Classification	Rate (per hour)	Posture
Event Safety Officer — Unarmed	**$39.00**	Unarmed
Event Safety Officer — Armed	**$42.00**	Armed

4.2 Onboarding, Program, and Administrative Fee. A one-time onboarding, program, and administrative fee of One Thousand Dollars ($1,000) applies at the start of the engagement. This fee covers scheduling setup, program build-out, operational and deployment coordination, and the Client's integration into Valor's scheduling and reporting software. The fee is due upon execution of this Agreement and is non-refundable once onboarding work has commenced.

4.3 Billing. Valor will bill for actual hours of coverage provided. Unless otherwise agreed in writing, a minimum billing increment may apply per officer, per scheduled event, as set forth on the applicable schedule or work order.

4.4 Payment Terms — Net 30. Valor will invoice the Client on a periodic basis. Payment is due within thirty (30) days of the invoice date ("Net 30"). The Client's account is established on Net 30 terms.

4.5 Late Payment. Undisputed amounts not paid within the Net 30 term may accrue a late charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. The Client will notify Valor of any good-faith dispute regarding an invoice within fifteen (15) days of receipt so the Parties may resolve it promptly.

4.6 Rate Adjustments. The rates set forth above are firm through the Initial Term. Thereafter, Valor may adjust rates upon at least thirty (30) days' prior written notice to the Client.

ARTICLE 5. Term and Termination

5.1 Term. This Agreement begins on the Effective Date and continues for an initial term of [Initial Term, e.g., one (1) year] (the "Initial Term"), and will renew for successive terms unless either Party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

5.2 Termination for Convenience. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party.

5.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within ten (10) days after receiving written notice of it.

5.4 Effect of Termination. Upon termination, the Client will pay Valor for all Services performed through the effective date of termination. Provisions that by their nature should survive termination, including those addressing indemnification, insurance obligations accrued, limitation of liability, confidentiality, and payment, will survive.

ARTICLE 6. Insurance

6.1 Coverage. Valor will maintain, at its own expense and with insurers authorized to do business in Georgia, commercial general liability insurance and such other coverage as is customary for its services, together with umbrella or excess liability coverage in an amount of not less than Three Million Dollars ($3,000,000).

6.2 Certificates. Upon request, Valor will furnish the Client with certificates of insurance evidencing the coverage required under this Article and will endeavor to provide notice of cancellation consistent with the terms of the applicable policies.

6.3 Client Coverage. The Client will maintain the insurance customary and appropriate for the operation of its facilities, programs, and events.

ARTICLE 7. Mutual Indemnification

7.1 Indemnification by Valor. Valor will indemnify, defend, and hold harmless the Client and its officials, officers, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, and reasonable expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from (a) the negligent acts or omissions or willful misconduct of Valor or its officers in performing the Services, or (b) Valor's material breach of this Agreement.

7.2 Indemnification by the Client. To the extent allowed by law, the Client will indemnify, defend, and hold harmless Valor and its owners, officers, employees, and agents from and against any and all third-party claims, damages, losses, and liabilities to the extent arising out of or resulting from (a) the negligent acts or omissions or willful misconduct of the Client or its officials, employees, or agents, (b) the condition of the Client's facilities, grounds, or events, or (c) the Client's material breach of this Agreement, in each case except to the extent caused by Valor.

7.3 Comparative Fault. Where a loss is caused by the fault of both Parties, each Party's indemnification obligation applies only to the extent of that Party's own proportionate share of fault. Neither Party is obligated to indemnify the other for the indemnified Party's own negligence or willful misconduct.

7.4 Procedure. The indemnified Party will provide prompt written notice of any claim, will reasonably cooperate in the defense, and will not settle any claim in a manner that imposes obligations on the indemnifying Party without that Party's prior written consent. Nothing in this Article waives or limits any governmental immunity or statutory protection to which the County is entitled under Georgia law.

ARTICLE 8. Limitation of Liability

8.1 Consequential Damages. Neither Party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including lost profits, arising out of or relating to this Agreement, even if advised of the possibility of such damages. This limitation does not apply to a Party's indemnification obligations under Article 7 or to damages arising from a Party's willful misconduct.

ARTICLE 9. Independent Contractor

9.1 Relationship. Valor is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties. Valor is solely responsible for the wages, benefits, taxes, workers' compensation, and withholdings of its personnel.

ARTICLE 10. Compliance with Laws

10.1 General. Each Party will comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement, including those governing private security and safety services and, where armed officers are provided, all applicable licensing and firearms requirements.

ARTICLE 11. Confidentiality

11.1 Confidential Information. Each Party will protect the non-public information of the other Party disclosed in connection with this Agreement and will use it only to perform under this Agreement. This Section does not restrict disclosure required by law, including the Georgia Open Records Act as applicable to the County.

ARTICLE 12. General Provisions

12.1 Governing Law. This Agreement is governed by the laws of the State of Georgia, without regard to its conflict-of-laws principles. Venue for any dispute lies in the state or superior courts of Spalding County, Georgia.

12.2 Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, the Client will not, directly or indirectly, solicit for employment or engagement any Valor officer assigned under this Agreement, except through Valor, without Valor's prior written consent.

12.3 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld, except that Valor may assign to a successor of its business upon written notice.

12.4 Force Majeure. Neither Party is liable for any failure or delay in performance caused by conditions beyond its reasonable control, including acts of God, severe weather, public emergency, or governmental action.

12.5 Notices. All notices under this Agreement must be in writing and delivered to the addresses set forth above or as later designated in writing, and are effective upon receipt.

12.6 Entire Agreement; Amendment. This Agreement, together with any schedules or work orders referencing it, is the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions. It may be amended only by a writing signed by both Parties.

12.7 Severability. If any provision of this Agreement is held unenforceable, the remaining provisions will continue in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

12.8 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLIENT	PROVIDER
Spalding County	**Valor Protection Safety Agency**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date