



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Monday, January 13, 2025

1:20 PM

ADMINISTRATIVE SERVICES

- 1.** **Approve** the award of Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE (**No recommendation from Administrative Services Committee November 26, 2024; No action taken Commission Meeting December 3, 2024**). (**Requested by the Administrator**)
- 2.** Georgia First Responders PTSD Program
- 3.** Receive as information the emergency request for the replacement of two HVAC units located at Housing & Community Development in the amount of \$49,600.00 by Sig Cox.
- 4.** Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise to continue development in the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
- 5.** Receive as information the emergency request for the replacement of the lighting fixtures and electrical wiring located at the Charles B. Webster Detention Center in the amount of \$142,857.00 by Coleman Construction.
- 6.** Receive as information the emergency request for the replacement of the waste oil heater located at the Fleet Shop #2 in the amount of \$27,975.00 by Sig Cox.
- 7.** Review and discussion of the updated Credit Card Policy & Procedures. (**Requested by Commissioner Francine Scott**)
- 8.** Mr. Bob Young regarding HB581. (**Requested by Commissioner Jordan Johnson**)
- 9.** **Mr. Lawrence Brannen** to discuss the CSRA Probation Services contract.
- 10.** Ms. Sue Parr relative to Augusta Metro Chamber of Commerce comments on county's decision regarding HB 581 floating homestead exemption

- 11.** Discuss and **approve** path forward for HB581. **(Referred from the December 20, 2024 HB 581 Work Session; deferred from the January 7, 2025 Commission Meeting to the January 13, 2025 Administrative Services Committee Meeting)**
- 12.** Discuss Board and Authority member eligibility. **(Requested by Commissioner Wayne Guilfoyle) (deferred from the January 7, 2025 Commission Meeting to the January 13, 2025 Administrative Services Committee Meeting)**



Engineering Services Committee Meeting

Meeting Date: November 12, 2024

Augusta Solid Waste & Recycling Collection Services Contract

Service Area – Zone 1, Zone 2, & Zone 3

RFP 25-900

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the award of Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE
Background:	Augusta, Georgia (City) Waste Collection & Disposal Services are presently provided under RFP 12-112. The term of this contract expires December 31, 2024. For continuity of services new Request for Proposal (RFP) was posted in June 2024 with closing by August 21, 2024. Augusta Waste Collection & Disposal Services service area is divided in three service zones; Zone 1, Zone 2, and Zone 3. Mandatory Residential Waste Collection & Disposal Services are provided by two waste hauling contractors since 2013. RFP25-900 included the same option, awarding contract up to two (2) qualified contractors. Augusta Mandatory Residential Waste Hauling services area served by two waste hauling contractors ensure continuity of present level of service and the possibility of improving it. 2012 services included “Recycling”, however, resident participation in recycling program was minimum and not cost effective. Hence, 2025 waste collection & disposal contract excluded “Recycling” with condition that “Recycling will be provided by the contract awarded contractors under separate account setup by property owner/user and the contractor.
Analysis:	RFP’s were received on August 21, 2024 and were evaluated based on criteria outlined in RFP document and ranked accordingly. Following firms submitted proposals.

Name	Rating
1. Georgia Waste Systems, LLC	468.3/500
2. Coastal Waste & Recycling of Georgia, LLC	409.3/500
3. Capital Waste Services	351.7/500
4. Ryland Environmental, Inc.	321.8/500

Financial Impact:

Services cost is covered by Environmental Services Waste Collection Contract revenue.

Service Schedule & Rate

	Waste Type	Service Type	Service Frequency	Fee Unit / Account	Fee Unit Rate
1	Garbage, Yard Waste, Bulky Waste	Residential	Weekly	Monthly	\$24.14
2	Garbage	Non-Residential	Weekly	Monthly	\$18.25
3	Yard Waste, Bulky Waste	Unoccupied	Weekly	Monthly	\$7.37
4	Garbage	Extra Cart	Weekly	Monthly	\$8.99

Note: under condition of this contract, the Contactor offering recycling service on request by contracting directly with residents and others on request.

Alternatives:

Not proposed.

Recommendation:

Approve the award of Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE

Funds are available in the following accounts:

Environmental Services Waste Hauling Contract Revenue.
542000000-3441122

REVIEWED AND APPROVED BY:

HM/sr

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, August 21, 2024 @ 3:00 p.m. via ZOOM Meeting ID: 856 0805 5725; Passcode: 25900** for furnishing:

RFP Item # 25-900 Solid Waste Collection and Disposal Services - Zones 1, Zone 2, and Zone 3 for Augusta, GA – Augusta Engineering and Environmental Services Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Gerri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, July 22, 2024 @ 2:00 p.m. via ZOOM – Meeting ID: 897 7176 6700; Passcode: 157932.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 23, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A 100% performance bond and a 100% payment bond will be required for award.**

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Gerri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle June 27, 2024 and July 5, 11, 18, 2024
Metro Courier June 27, 2024

Revised: 6/20/24



**RFP Opening: RFP Item #25-900 Solid Waste Collection and Disposal Services
 Area Zone One, Zone Two, and Zone Three for Augusta, GA-
 Augusta Engineering and Environmental Services Department
 RFP Date: Wednesday, August 21, 2024 @ 3:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 27
 Total Number Specifications Download (Demandstar): 7
 Total Electronic Notifications (Demandstar): 286
 Georgia Procurement Registry: 757
 Total Packages Submitted: 4
 Total Noncompliant: 0**

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original	Copies 7	Fee Proposal
Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901	YES	YES	102444	YES	YES	YES	YES
Coastal Waste & Recycling, Inc. 2481 NW 2nd Ave Boca Raton, FL 33341	YES	YES	1215852	YES	YES	YES	YES
Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906	YES	YES	1333760	YES	YES	YES	YES
Capital Waste Services 132 Hedge Rd Aiken, SC 29801	YES	YES	2412723	YES	YES	YES	YES



**RFP Item #25 - 900 Solid Waste Collection and Disposal Services
Area Zone One, Zone Two, and Zone Three
for Augusta GA - Engineering and Environmental Services Department
RFP Date: Wednesday, August 21, 2024 @ 3:00 p.m. via ZOOM
Evaluation Date: Thursday, September 5 @ 3:00 p.m. via ZOOM**

Item 1.

Vendors			Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901	Coastal Waste & Recycling, Inc. 2481 NW 2nd Ave Boca Raton, FL 33341	Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906	Capital Waste Services 132 Hedge Rd Aiken, SC 29801	Georgia Waste Systems, LLC. 208 Prep Phillips Drive Augusta, GA 30901	Coastal Waste & Recycling, Inc. 2481 NW 2nd Ave Boca Raton, FL 33341	Ryland Environmental, Inc. 4132 Wallie Avenue Augusta, GA 30906	Capital Waste Services 132 Hedge Rd Aiken, SC 29801
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)				Weighted Scores			
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)							
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience • Relevant Services experience, specific qualifications, waste hauling expertise • Ongoing similar services contracts with other entities • Missed pickup collection response time history • Contractual dispute and environmental compliance history	(0-5)	20	5.0	4.3	3.1	3.7	100.0	86.7	62.0	73.3
3. Organization & Approach • Understanding & familiarity of requested services • Roles & Organization of proposed Team serving this contract • Waste Hauling contract and services management approach • Proposed team role in contracted services delivery	(0-5)	15	5.0	4.3	3.3	4.2	75.0	65.0	50.0	62.5
4. Scope of Services (30 points) - • Service delivery implementation plan • Customer service procedures • Service route management process/strategy • Service delivery communication with client process/strategy	(0-5)	15	5.0	3.7	3.3	3.7	75.0	55.0	50.0	55.0
5. Available Resources and Financial Stability • Firm resources needed for completing requested services in timely manner and on schedule • Firm backup resources for continuity of uninterrupted services during primary assigned equipment failure or workforce emergency • Firm financial health and ability to provide needed resource	(0-5)	10	4.8	4.3	3.0	3.7	48.3	43.3	30.0	36.7
6. References	(0-5)	5	5.0	4.8	4.6	4.2	25.0	24.2	23.2	20.8
7. Proximity to Area - enter the point value for the one line only)							Cost/Fee Proposal Consideration			
Within Richmond County	5	10	5.0		5.0		50.0	0.0	50.0	0.0
Within CSRA	5	6				5.0	0.0	0.0	0.0	30.0
Within Georgia	5	4					0.0	0.0	0.0	0.0
Within SE	5	2		5.0			0.0	10.0	0.0	0.0
All Others	5	1					0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			29.8	26.5	22.4	24.3	373.3	284.2	265.2	278.3
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
8. Presentation by Team	(0-5)	10					0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5					0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)							Cost/Fee Proposal Consideration			
Lowest Fees	5	10		5.0			0.0	50.0	0.0	0.0
Second	5	6	5.0				30.0	0.0	0.0	0.0
Third	5	4				5.0	0.0	0.0	0.0	20.0
Forth	5	2			5.0		0.0	0.0	10.0	0.0
Fifth	5	1					0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	5.0	30.0	50.0	10.0	20.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
Total Cumulative Score (Maximum point is 525)			34.8	31.5	27.4	29.3	403.3	334.2	275.2	298.3

Internal Use Only

Evaluator: Cumulative Date: Phase I - 9/5/24 - Phase II 9/12/24

Procurement Department Representative: Nancy Williams

Procurement Department Completion Date: Phase I - 9/5/24 Phase II 9/12/24




ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Monday, November 4, 2024

SUBJECT: Augusta Solid Waste & Recyclable Collection
Service Area Zone One, Zone Two, and Zone Three
RFP 25-900
File Reference: 24-014(A)

Augusta Engineering & Environmental Services (AEES) is making solid waste collection contracted Services following the supplement recommendations under RFP 25-900 for Zone One, Zone Two, and Zone Three Service area.

AEES under initial recommendations requested entering fee negotiation with two top rated qualified proposers, Georgia Waste System, LLC (GWS) and Coastal Waste & Recycling of Georgia, LLC (Coastal). Scope of services and fee negotiation has been completed now. GWS is accepting the AEES offered Zone 1 fee schedule and Coastal is accepting the AEES offered Zones 1, 2, & 3 fee schedule. In addition to fee schedule, AEES has taken into consideration the firm ability to maintain & improve current level of service for each service zone since total service area is roughly 308 square miles. It is a significant large area for one firm to serve effectively and efficiently while maintain the desired level of service. Hence, it is AEES supplemental recommendations to award RF 25-900 contract to two aforementioned firms; GWS and Coastal. AEES is recommending awarding Zone 1 services area to GWS and Zones 2 & 3 to Coastal at fee schedules & frequency offered by the AEES for each zone and accepted by each firm for respective Service Zone.

Aforestated award recommendation is contingent upon receipt of signed contract, insurance documentation and other required documents per RFP 25-900.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm


cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File



Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Monday, October 21, 2024

SUBJECT: Augusta Solid Waste & Recyclable Collection
Service Area Zone One, Zone Two, and Zone Three
RFP 25-900
File Reference: 24-014(A)

Based on RFP 25-900 evaluation final cumulative scoring, Georgia Waste System, LLC (GWS) is top rated firm followed by the Coastal Waste & Recycling of Georgia, LLC (Costal). It is the initial recommendation of Augusta Engineering & Environmental Services (AEES) that the scope of services detail discussion and fee negotiation be initiated with these two top rated firms (GWS and Costal). Accordingly AEES will issue supplemental recommendations followed by contract award recommendations.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

ATTN: JEFF WASHINGTON
WASTE MANAGEMENT
208 PREP PHILIPS DRIVE
AUGUSTA, GEORGIA 30901

ATTN: ART SMITH
REPUBLIC SERVICES, INC.
84 CLIFTON BLVD
PT. WENTWORTH, GA 31408

ATTN: MONIQUE
AUGUSTA DISPOSAL AND RECYCLING
851 TRIANGLE INDUSTRIAL COURT
EVANS, GA 30809-4257

ATTN: AROBERT SMITH
INLAND SERVICES
701 SANTA ISABEL BLVD
LAGUNA VISTA, TX 78578

ATTN: BOBBY WILLIAMS
ADVANCED DISPOSAL
5734 COLUMBIA ROAD
GROVETOWN, GA 30813-5114

GFL ENVIRONMENTAL
1064 FRANKE INDUSTRIAL DR
AUGUSTA, GA 30909

A-1 SANITATION
3452 PEACH ORCHARD RD, STE. B
AUGUSTA, GA 30906

COLEMAN SANITATION
3010 GEORGIA RD
AUGUSTA, GA 30906

METROPOLITAN WASTE
1824 WYLDs ROAD, STE A5
AUGUSTA, GA 30909

ATTN: JASON PLEDGER
COLUMBIA WASTE
1064 FRANKE INDUSTRIAL DRIVE
AUGUSTA, GA 30909

VEOLIA ENVIRONMENTAL SERVICES
125 SOUTH 84TH STREET
SUITE 200
MILWAUKEE, WI 53214

DORADO SERVICES
541 N. PALMETTO AVE.
SUITE 104
SANFORD, FL 32771

WASTE INDUSTRIES USA
3301 BENSON DRIVE
SUITE 601
RALEIGH, NC 27609

SANTEK ENVIRONMENTAL
650 25TH ST., NW
SUITE 100
CLEVELAND, TN 37311

INLAND SERVICE CORP
1561 DOUG BARNARD PKWY
AUGUSTA GA 30906

WASTE PRO
1405 DANIELSVILLE ROAD
ATHENS GA 30601

JUNK BUSTERS
4439 SHADOWOOD DR.
AUGUSTA, GA 30907

METRO-WASTE
1824 WYLDs ROAD SUITE A5
AUGUSTA GA 30909

REPUBLIC SERVICES, INC.
84 CLIFTON BLVD
SAVANNAH GA 31408

VEOLIA ES SOLID WASTE
1101 HAWKINS STREET
VALDOSTA GA 31601

RICHMOND WASTE INC.
PO BOX 6887
AUGUSTA GA 30916

Waste Management Inc.
5734 Columbia Road
Grovetown, GA 30813

A1 SANITATION SERVICES
2542 MIKE PADGETT HWY
AUGUSTA, GA 30906

AUGUSTA DISPOSAL
PO BOX 334
EVANS, GA 30809

REPUBLIC SERVICES
18500 N ALLIED WAY
PHOENIX, AZ 85054

JP'S METAL & TRASH REMOVAL
146 CAYMEN DR.
AUGUSTA, GA 30907

COASTAL WASTE & RECYCLING, INC.
3925 GOSHEN INDUSTRIAL BLVD.
AUGUSTA, GA 30906

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
DUE: Wed., August 21, 2024 @ 3:00 p.m.

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
Mailed: June 27, 2024

Hameed Malik
Augusta Engineering and Environmental
Services Department

June Hamal
Augusta Engineering and Environmental
Services Department

Phyllis Johnson
Compliance Dept.

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
DUE: Wed., August 21, 2024 @ 3:00 p.m.

RFP Item #25-900 Solid Waste &
Recyclable Collection Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
Mailed: June 27, 2024

2 of 2

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, June 28, 2024 3:39 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000066

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2025-000000066
Event Title: 25-900 Solid Waste & Recyclable Collection Service Area - Zone One Zone Two, Zone Three
Event Type: Non-State Agency

Process Log

2024/06/28 15:34:37 : Log starts for - 14891772 - EVENT_RELEASE_TO_SUPL
2024/06/28 15:34:39 : Email Process Log for the Event#: PE-72155-NONST-2025-000000066
2024/06/28 15:34:39 : Email Batch# 2406281072
2024/06/28 15:34:39 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/06/28 15:35:41 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/28 15:35:41 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/28 15:39:04 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2024/06/28 15:39:13 : Total No of Contacts found for sending Email: 757
2024/06/28 15:39:13 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000066&sourceSystemType=gpr20>

06/28/2024 03:39:13 PM

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Planholders

Add Supplier

Export To Excel

Supplier (7)

Supplier 

Download Date

Arrow Waste

07/08/2024



Capital Waste Services, LLC

08/19/2024

Coastal Waste & Recycling

06/28/2024

Dodge Data

06/28/2024

Duramax Holdings LLC dba: Otto Environmental Systems

07/01/2024

Onvia, Inc. - Content Department

06/28/2024

Rehrig Pacific Company

08/05/2024

Add Supplier

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Commission Meeting

Meeting Date: January 14, 2025

Approve Georgia First Responders PTSD Program

- Department:** Finance and Human Resources
- Presenter:** Anita Rookard, Director of Human Resources
- Caption:** Georgia First Responders PTSD Program
- Background:** The Human Resources Department, the Finance Department, were informed on May 2024 that HB 451 has passed and requires us to provide certain PTSD insurance benefits for first responders as defined in several relevant sections of the Ga Code.
- Analysis:**
- Financial Impact:** The estimated annual premium for components 1&2 (Lump Sum PTSD Diagnosis Benefits and PTSD Disability Benefit) cost of \$ 131,572.00 is to be funded. There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:
 - 1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
 - 2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)
 The GMA-GIRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a city is permitted to purchase only one component if you have existing coverage that complies with the new law.
- Alternatives:** N/A
- Recommendation:** Approve Georgia First Responders PTSD Program.
- Funds are available in the following accounts:** The project will be funded through the HR budget as all other employee benefits.
- REVIEWED AND APPROVED BY:** N/A

House Bill 451 (AS PASSED HOUSE AND SENATE)

By: Representatives Seabaugh of the 34th, Kennard of the 101st, Hitchens of the 161st, Gaines of the 120th, Camp of the 135th, and others

A BILL TO BE ENTITLED
AN ACT

1 To amend Title 45 of the Official Code of Georgia Annotated, relating to public officers and
2 employees, so as to require the provision of certain insurance benefits to certain first
3 responders diagnosed with occupational post-traumatic stress disorder; to provide for
4 legislative findings; to provide for definitions; to provide for limitations and restrictions of
5 such benefits; to provide for methods of funding; to provide for treatment of premiums; to
6 provide for annual reporting; to amend Code Section 48-7-27 of the Official Code of Georgia
7 Annotated, relating to computation of Georgia taxable net income, so as to provide an
8 exemption for benefits received from such insurance coverage for first responders; to provide
9 for a short title; to provide for related matters; to provide for an effective date and
10 applicability; to repeal conflicting laws; and for other purposes.

11 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

12

13

SECTION 1.

14 This Act shall be known and may be cited as the "Ashley Wilson Act."

H. B. 451

- 1 -

15

SECTION 2.

16 Title 45 of the Official Code of Georgia Annotated, relating to public officers and employees,
17 is amended by adding a new chapter to read as follows:

18

"CHAPTER 2519 45-25-1.20 The Georgia General Assembly finds that:

21 (1) First responders are often exposed to traumatic events in the line of duty and are at
22 risk of developing post-traumatic stress disorder, which, if untreated, can result in the
23 inability to serve as a first responder as well as grave health consequences, including
24 death by suicide;

25 (2) Major medical insurance provides coverage for mental health treatment on parity
26 with other illnesses, and major medical insurance companies are best suited to help first
27 responders identify healthcare providers who can treat post-traumatic stress disorder and
28 provide coverage for treatment by such providers;

29 (3) The Office of Public Safety Support within the Department of Public Safety was
30 established to provide peer counselors and critical incident support services to first
31 responders exposed to traumatic events at work. The intent of this chapter is to expand
32 on this existing support by ensuring that, after a qualifying diagnosis of occupational
33 post-traumatic stress disorder, such first responders have financial resources readily
34 available to them;

35 (4) Having financial resources readily available to meet the financial needs of first
36 responders at the critically important time of identifying the mental healthcare provider
37 of their choice and beginning treatment, as well as having additional financial resources
38 available for the continuation of treatment, pursuit of recovery, and return to service as
39 first responders, will better serve first responders and their families; and

40 (5) Nothing in this chapter is intended to reimburse for or provide mental healthcare
41 treatment or replace or disrupt coverage for mental health treatment under major medical
42 insurance.

43 45-25-2.

44 As used in this chapter, the term:

45 (1) 'Covered condition' means an eligible first responder's occupational post-traumatic
46 stress disorder that is the direct result of an experience of or an exposure to a traumatic
47 event, wherein such experience or exposure takes place during the normal course of the
48 first responder's regular occupational or volunteer duties on behalf of a public entity and
49 the diagnosis is made no later than two years after the date of the traumatic event.

50 (2) 'Eligible first responder' means a first responder who experienced or was exposed to
51 a traumatic event during the normal course of performing regular occupational or
52 volunteer duties on behalf of a public entity and such experience or exposure resulted in
53 post-traumatic stress disorder, if the first responder received a diagnosis of post-traumatic
54 stress disorder arising from such experience or exposure no later than two years after the
55 traumatic event.

56 (3) 'First responder' means any of the following:

57 (A) 'Communications officer' as defined in Code Section 37-12-1;

58 (B) 'Correctional officer' as defined in Code Section 45-1-8;

59 (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;

60 (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;

61 (E) 'Firefighter' as defined in Code Section 25-4-2;

62 (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;

63 (G) 'Jail officer' as defined in Code Section 45-1-8;

64 (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;

65 (I) 'Peace officer' as defined in Code Section 35-8-2;

- 66 (J) 'Probation officer' as defined in Code Section 45-1-8; and
67 (K) Law enforcement officer with the Department of Natural Resources.
68 (4) 'Monthly salary' means regular monthly earnings excluding overtime, bonuses, and
69 commissions.
70 (5) 'Post-traumatic stress disorder' means an anxiety disorder caused by experiencing or
71 being exposed to a traumatic event and which satisfies the clinical diagnostic criteria set
72 forth in the American Psychiatric Association's *Diagnostic and Statistical Manual of*
73 *Mental Disorders*, in effect on January 1, 2024.
74 (6) 'Public entity' means a department, agency, board, bureau, commission, authority, or
75 instrumentality of the State of Georgia, any local government or authority, including a
76 county, municipal, or consolidated government in this state, or any other political division
77 in this state. Such term includes a school district, independent school district, or other
78 local school system in this state.
79 (7) 'Qualified diagnostician' means a physician, psychiatrist, or psychologist who is duly
80 authorized to practice in this state and is certified in a medical specialty appropriate for
81 trauma related mental health diagnoses.
82 (8) 'Traumatic event' means an actual or threatened death, serious injury, or act of sexual
83 violence that occurs on or after July 1, 2024, and which the first responder experienced
84 or was exposed to during the normal course of the first responder's regular occupational
85 or volunteer duties on behalf of a public entity. In cases involving multiple traumatic
86 events occurring on or after July 1, 2024, the traumatic event is the most recent event
87 determined by the qualified diagnostician to be related to the symptoms of post-traumatic
88 stress disorder.
- 89 45-25-3.
90 (a) A public entity shall provide and maintain sufficient insurance coverage on each of its
91 first responders to pay the benefits described in subsection (b) of this Code section to

92 eligible first responders with covered conditions arising from a traumatic event which the
93 first responder experienced or was exposed to while performing first responder services for
94 such public entity. Such coverage shall also pay such benefits for covered conditions
95 arising from an employed first responder's services as a volunteer first responder for the
96 same or another public entity. In the event a volunteer first responder of one public entity
97 is simultaneously employed as a first responder by another public entity, the public entity
98 for which such person is a volunteer shall not be required to maintain the coverage on such
99 volunteer otherwise required under this Code section during the period of such employment
100 with the other public entity. In no circumstance shall a first responder be entitled, as a
101 result of this chapter, to more than the lifetime benefits described under this chapter.

102 (b) An eligible first responder with a covered condition shall be entitled to the following
103 benefits:

104 (1) One lump sum benefit per lifetime of \$3,000.00 payable to the eligible first responder
105 upon submission to the insurer of acceptable proof of a clinical diagnosis of a covered
106 condition by a qualified diagnostician as provided for in subsection (f) of this Code
107 section; and

108 (2) An income replacement disability benefit payable as a result of a clinical diagnosis
109 of a covered condition, which disability benefit is payable as described below:

110 (A) If the first responder's qualified diagnostician determines that the covered
111 condition precludes continuation of the first responder's regular occupational or
112 volunteer duties as a first responder and provides proof acceptable to the insurer,
113 including evidence of appropriate care and treatment, then the disability benefit shall
114 begin 90 days after the date the covered condition first precludes continuation of such
115 duties;

116 (B) The disability benefit shall continue, subject to standard requirements of disability
117 insurances and subject to the cumulative lifetime disability benefit limit described in

118 subparagraph (E) of this paragraph, during the period of continuous disability arising
119 from the covered condition;

120 (C) The disability benefit shall cease when the first responder's qualified diagnostician
121 determines that the eligible first responder has regained the ability to perform the duties
122 previously performed as a first responder;

123 (D) Subject to the cumulative lifetime disability benefit limit provided for in
124 subparagraph (E) of this paragraph, the disability benefit shall recommence if the first
125 responder's qualified diagnostician determines that the eligible first responder has again
126 become unable to perform his or her regular occupational or volunteer duties as a first
127 responder due to a covered condition and provides proof acceptable to the insurer; and

128 (E) The disability benefit shall end after a total of 36 monthly payments in the amount
129 set forth below have been made to the eligible first responder:

130 (i) If the eligible first responder is employed by a public entity, a monthly benefit
131 equal to 60 percent of the eligible first responder's combined monthly salary for all
132 public entities for which the first responder is employed as a first responder or a
133 monthly benefit of \$5,000.00, whichever is less; or

134 (ii) If the eligible first responder is a volunteer first responder and not employed as
135 a first responder by any public entity, a monthly benefit of \$1,500.00.

136 (c) Any first responder who receives income replacement disability benefits under
137 paragraph (2) of subsection (b) of this Code section may be required by the insurer
138 providing such benefits to have his or her condition reevaluated by a qualified
139 diagnostician selected by the insurer. In the event any such reevaluation reveals that such
140 first responder has regained the ability to perform the duties previously performed as a first
141 responder, then such benefits shall cease.

142 (d) The benefits under paragraph (1) of subsection (b) of this Code section, as applicable,
143 shall be subordinate to any other insurance benefit payable to the first responder for
144 medical expenses incurred as a result of the covered condition.

145 (e) The benefits under paragraph (2) of subsection (b) of this Code section, as applicable,
146 shall be subordinate to any other income replacement disability benefit payable to the first
147 responder for such disability from any employer funded group long-term disability plan or
148 workers' compensation benefit, not including any disability insurance purchased in whole
149 or in part by the first responder, and shall be limited to the difference between the amount
150 of such other paid benefit and the amount specified under subparagraph (b)(2)(E) of this
151 Code section, as applicable.

152 (f) Proof of a first responder's covered condition requires both of the following:

153 (1) A clinical diagnosis of post-traumatic stress disorder made by a qualified
154 diagnostician which substantiates that the clinical diagnosis is the direct result of
155 experiencing or being exposed to a traumatic event, or repeated experiences or exposures
156 to traumatic events, during his or her regular occupational or volunteer duties on behalf
157 of a public entity. Such clinical diagnosis shall be made within two years following the
158 date of the traumatic event, and such clinical diagnosis shall include documentation
159 indicating the date and nature of the traumatic event or the most recent traumatic event
160 related to the symptoms of post-traumatic stress disorder if due to repeated experiences
161 or exposures; and

162 (2) Written documentation of criteria required for the diagnosis of post-traumatic stress
163 disorder under the American Psychiatric Association's *Diagnostic and Statistical Manual*
164 of *Mental Disorders*, in effect on January 1, 2024.

165 (g) Information that could reasonably be used to identify individuals making claims or
166 who have made claims or who have received benefits under this Code section shall be
167 treated as sensitive mental health information and, absent express authorization by the
168 individual, shall only be used and shared for administration of benefits, underwriting, and
169 for purposes of aggregation and de-identification or for purposes of compliance with
170 Article 4 of Chapter 18 of Title 50 or other applicable laws. Communications, in any form,

171 between such individuals and the administrator or insurer of the benefits shall be
172 confidential and privileged.

173 (h) The benefits shall be administered in a manner designed to ensure that first responders
174 are able to obtain the lump sum benefit provided for in paragraph (1) of subsection (b) of
175 this Code section in a confidential manner similar to receiving mental health benefits under
176 an employer sponsored major medical health plan or employee assistance program, or, for
177 the disability benefit provided for in paragraph (2) of subsection (b) of this Code section,
178 in a confidential manner similar to receiving other employer sponsored disability benefits
179 involving mental health issues. In no event shall information solely about an individual's
180 diagnosis, claims, or benefits be used for any employment action.

181 (i) The benefits shall be administered in a manner designed to enforce lifetime limits and
182 to coordinate benefits. Any insurer or self-insurer of the benefits shall disclose the amount
183 of benefits already paid to an individual upon written request by another insurer or
184 self-insurer that is evaluating a claim by such individual as provided under subsection (b)
185 of this Code section.

186 45-25-4.

187 The governing authority of any county, municipality, or consolidated government is
188 authorized to use available revenues, including, but not limited to, proceeds from county
189 and municipal taxes imposed under Chapter 8 of Title 33, for purposes of providing
190 insurance under this chapter.

191 45-25-5.

192 Funds received as premiums for the coverages specified in this chapter shall not be subject
193 to premium taxes under Chapter 8 of Title 33.

194 45-25-6.

195 The computation of premium amounts by an insurer for the coverages specified in this
196 chapter shall be subject to generally accepted adjustments from insurance underwriting.

197 45-25-7.

198 The Commissioner of Insurance shall submit an annual report summarizing the use of the
199 benefits provided for in this chapter to the chairpersons of the House Committee on
200 Insurance and the Senate Insurance and Labor Committee no later than July 1, 2025, and
201 annually thereafter. The Commissioner of Insurance shall not be required to distribute
202 copies of the annual report to the members of the General Assembly but shall notify the
203 members of the availability of the annual report in the manner which he or she deems to
204 be most effective and efficient."

205

SECTION 3.

206 Code Section 48-7-27 of the Official Code of Georgia Annotated, relating to computation of
207 Georgia taxable net income, is amended in subsection (a) by adding a new paragraph to read
208 as follows:

209 "(12.5) Payments received by a first responder pursuant to subsection (b) of Code
210 Section 45-25-3, to any extent such amounts are included in the taxpayer's federal
211 adjusted gross income and are not otherwise exempt under any other provision of this
212 Code section;"

213

SECTION 4.

214 This Act shall become effective on January 1, 2025. Section 3 of this Act shall be applicable
215 to taxable years beginning on or after January 1, 2024.

216

SECTION 5.

217 All laws and parts of laws in conflict with this Act are repealed.



GMA - GIRMA Georgia First Responder PTSD Program Proposal for Coverage

Effective Date: January 1, 2025

Anniversary Date: January 1

Member: Augusta-Richmond County

Member Number: 0000011

Insurer: Metropolitan Life Insurance Company (MetLife)

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

- 1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
- 2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The GMA-GIRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a city is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the city. While the premiums below are estimated annual amounts, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit –	
All First Responders	
Lifetime Benefit per first responder:	\$3,000 (Mandated Limit)
Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:	\$40,894.00

Component 2: PTSD Disability Limit	
Employed First Responders	
Monthly benefit:	60% of pre-disability first responder earnings
Maximum monthly benefit per first responder:	\$5,000
Estimated Annual Premium for Employed First Responders:	\$90,678.00
Volunteer First Responders	
Monthly Benefit per first responder:	\$1,500
Estimated Annual Premium for Volunteer First Responders:	\$0.00
PTSD Disability Limit – Estimated Annual Premium for All First Responders:	\$90,678.00
Estimated Annual Premium for Components 1 & 2: Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit	\$131,572.00

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later. This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).



Optional Limits for Consideration:

The coverage limits reflected for Lump Sum PTSD (\$3,000) and PTSD Disability Benefit (60% of earnings for employees and \$1,500/month for volunteers) on Page 1 of the Proposal for Coverage reflect the mandated amounts required by HB 451. However, if your city would like to purchase additional limits above the mandated amounts, the pricing is outlined in the table below. You can select a higher limit for Lump Sum PTSD only, a higher limit for PTSD Disability only, or a higher limit for both coverages. To elect a higher limit, please check the box beside the chosen limit(s).

***If you do NOT want to elect a higher limit, you can disregard this form. If optional limits are not selected, coverage will default to the minimum required limits in HB 451.**

In order to bind coverage for this program (mandated OR optional limits), the executed Application and Participation Agreement as well as the enrollment documents are required.

Lump Sum PTSD Diagnosis Limit	Total Premium Cost at Higher Limit	Check to increase limit
\$5,000	\$140,462.00	
\$10,000	\$163,576.00	
\$15,000	\$186,690.00	

PTSD Disability Benefit (Class 2 Volunteers ONLY)	Total Premium Cost at Higher Limit	Check to increase limit
\$2,000	\$131,572.00	

This document must be signed and returned to Lockton at gfrptsd@lockton.com for the higher limits to be effective.

City Name: _____

Name of Authorized City Employee: _____

Title of Authorized City Employee: _____

Signature of Authorized City Employee: _____

Date: _____

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later. This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).



Georgia First Responders' PTSD Program
Offered through GMA and ACCG Insurance Programs
Program FAQ

This document provides information on GMA and ACCG's Georgia First Responder PTSD Program (GFRPTSD). For additional questions, contact GFRPTSD@lockton.com and provide your contact information to schedule a follow-up call. If you prefer to speak with a Program representative, call Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.

Information about the statutorily required benefits in O.C.G.A. § 45-25-1 et seq.(2024):

Q. What was the purpose of HB 451 (2024)?

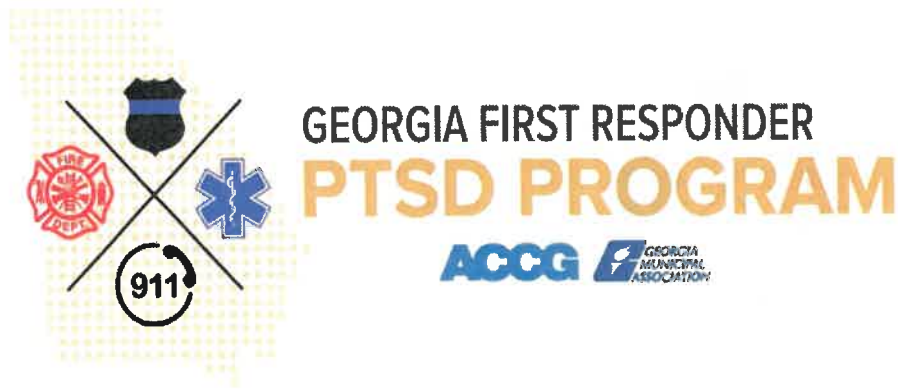
A. The Ashley Wilson Act (the Act or HB 451) requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates two once-per-lifetime financial safety nets to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss. The Act does not impact employer health plans, which are required to provide coverage for PTSD and other mental health conditions.

Q. What is the effective date of the Act?

A. The effective date of the Act is January 1, 2025. That is the date on which public entities are required to offer the benefits. An eligible first responder diagnosed with PTSD arising from a qualifying traumatic event that occurred on or after July 1, 2024, may submit a claim on or after January 1, 2025, and must also submit proof that a diagnosis of PTSD was made on or after January 1, 2025.

Q. Doesn't workers' compensation pay for occupational PTSD?

A. In Georgia, a first responder may file a claim for occupational PTSD under workers' compensation provided the PTSD follows from or because of a physical injury in the line of duty. However, the workers' compensation system is not designed to address and treat mental injuries. The system does not meet the first responders' confidentiality needs since employers and supervisors are notified of PTSD claims and does not allow a first responder to choose their own mental health care providers.



Q. Doesn't a first responder's health plan pay for treatment of PTSD?

A. By law, employer health benefit plans are required to cover mental health treatment. But employer health plans do not cover all costs associated with treatment and recovery such as deductibles, co-pays, and out-of-network treatment costs.

Q. How does the Act define PTSD?

A. The Act defines PTSD as an ***anxiety disorder caused by experiencing or being exposed to a traumatic event*** and which satisfies the clinical diagnostic criteria set forth in the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders in effect January 1, 2024.

Q. How does the Act define a First Responder who can be eligible for benefits?

A. The Act defines ***eligible first responder*** as a first responder who experienced or was exposed to a traumatic event during the normal course of performing regular occupational or volunteer duties on behalf of a public entity and such experience resulted in PTSD, if the first responder received a diagnosis of PTSD arising from such experience and exposure no later than two years after the traumatic event.

Q. How does the Act define a First Responder?

A. Under the Act, First Responder means any of the following:

- Communications Officer
- Emergency Medical Professional
- Firefighter
- Jail Officer
- Peace Officer (including law enforcement officer with the Department of Natural Resources)
- Correctional Officer
- Emergency Medical Technician
- Highway Emergency Response Operator
- Juvenile Correctional Officer
- Probation Officer

Q. What are the benefits required under the Act?

A. The Act requires ***two once-per-lifetime benefits***. The first is a \$3,000 lump-sum benefit paid following diagnosis of occupational PTSD by a qualified diagnostician. The second is a long-term disability benefit if the eligible first responder is no longer able to perform their duties as a first responder due to their PTSD diagnosis:

- The **disability benefit begins 90 days** following a first responder's inability to continue regular occupational or volunteer duties as a first responder due to the covered condition, despite receipt of appropriate treatment.



- The disability benefit is paid **monthly for up to 36 months**.
- Paid first responders receive **60% of their monthly pay** to a maximum of \$5,000 per month.
- Volunteer first responders receive **\$1,500** per month.

Q. How is Covered Condition defined under the Act?

A. The Act provides benefits for eligible first responders with a **covered condition** of PTSD that is the direct result of an experience of or exposure to a traumatic event during the normal course of their regular occupational or volunteer duties on behalf of a public entity.

Q. How does the Act define a Traumatic Event?

A. The Act defines a **traumatic event** as an actual or threatened death, serious injury, or act of sexual violence that occurs after July 1, 2024, and which the first responder experienced or was exposed to during the normal course of the first responder's regular occupational or volunteer duties on behalf of the public entity. In cases involving multiple traumatic events occurring after July 1, 2024, the traumatic event is the most recent event determined by the qualified diagnostician to be related to the symptoms of PTSD.

Q. How does the Act define Qualified Diagnostician?

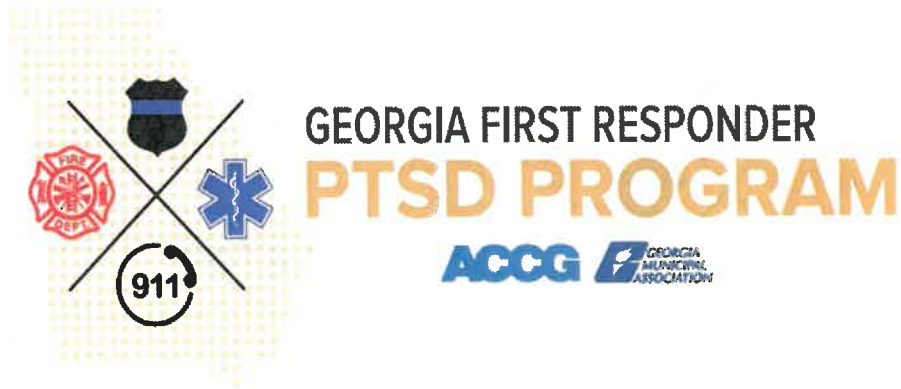
A. **Qualified diagnosticians** are psychiatrists, psychologists, and physicians who are duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses.

Q. How does the Act ensure that a first responder can get the benefits confidentially?

A. The Act requires that the first responder be able to obtain the lump sum benefit confidentially in a manner similar to using health insurance to pay for mental health treatment or using employee assistance program benefits and be able to obtain the long term disability benefit confidentially in a manner similar to obtaining other disability benefits for mental health conditions. The Act provides that all communications between the first responder and the administrator or insurer are confidential and privileged.

Q. If an employer learns of a first responder's claim, can the employer use that information for employment purposes?

A. No. The Act states: "In no event shall information solely about an individual's diagnosis, claims, or benefits be used for any employment action."



- Q. How would a first responder obtain a PTSD diagnosis submitted in support of their claim?**
- A.** A first responder's primary care physician can recommend a qualified diagnostician. In addition, a first responder can call the customer service number on their major medical health plan ID card for help locating an in-network qualified diagnostician. In many cases, qualified diagnosticians offer virtual appointments that eliminate the need to travel.
- Q. Following a traumatic event, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician?**
- A.** A first responder has up to **24 months following a traumatic event** to obtain a PTSD diagnosis from a qualified diagnostician and file a claim for the supplemental benefits.
- Q. Following end of service or retirement, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician and file a claim?**
- A.** An eligible First Responder may file a claim for the supplemental benefits **up to 24 months following end of service** provided the traumatic event resulting in the PTSD occurred when the First Responder was in active service and a diagnosis is received within 24 months of the traumatic event.
- Q. The Act says the traumatic event date must be on or after July 1, 2024, but the Act is not effective until January 1, 2025. How does this work?**
- A.** These dates create a temporary transition period. The Act's purpose is to encourage first responders to promptly seek treatment for symptoms of PTSD. If a first responder is already receiving treatment for PTSD arising from a traumatic event that occurred between July 1, 2024 and January 1, 2025, the first responder will need to obtain a qualifying diagnosis of PTSD arising from that event on or after January 1, 2025 to be eligible for benefits. The waiting period for disability benefits cannot start before January 1, 2025.
- Q. How does the Act address cumulative trauma or the witnessing of traumatic events over time?**
- A.** In cases involving multiple traumatic events occurring on or after July 1, 2024, the traumatic event is the most recent traumatic event determined by the qualified diagnostician to be related to the symptoms of PTSD.
- Q. Are benefits provided under the Act taxable?**
- A.** As the benefits are provided by the employer on behalf of the first responder, the federal government considers the benefits a form of taxable income. The State of Georgia waived state taxation of the benefit.



- Q. Is the PTSD lump-sum benefit reduced if a first responder is receiving benefits from sources outside of the program?**
- A. No.**
- Q. Is the PTSD disability benefit reduced if a first responder receives disability benefits from sources outside of the program?**
- A. The PTSD disability benefit would be reduced if a first responder receives disability benefits from an employer funded group long-term disability plan or workers' compensation. The PTSD disability benefit would not be reduced if the first responder received disability benefits from insurance paid by the first responder.**
- Q. If a first responder has received the once-per-lifetime lump sum and disability benefits, would they be eligible for a second set of benefits if they switched employers in the future?**
- A. No. An eligible first responder is not entitled to more than the once-per-lifetime benefits.**

Administration of the GMA and ACCG Programs

- Q. Does GMA and ACCG plan to offer insurance coverage compliant with the Act?**
- A. GMA and ACCG have partnered with MetLife to design and implement a highly customized insurance program compliant with the Act.**
- Q. Who pays the cost of coverage under the program?**
- A. A public entity pays the cost of the program on behalf of its first responders. The Act defines *public entity* as a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, any local government or authority, including a county, municipality, or consolidated government in this state, or any other political division in this state. Such term includes a school district, independent school district, or other local school system in this state.**
- Q. Is a public entity required to purchase the PTSD insurance from GMA or ACCG Programs?**
- A. No. A public entity may purchase the PTSD insurance from other private insurance companies or self-insure the coverage upon approval from the Georgia Office of Commissioner of Insurance and Safety Fire.**



Q. If a public entity chooses to participate in the GMA or ACCG programs, how often will it be billed for cost of the coverage?

A. GMA, ACCG and MetLife are still finalizing the premium invoicing process. At this time, we expect that the GMA and ACCG programs will bill a participating public entity twice annually for 50% of the annual cost.

Q. If a public entity wants to participate in the GMA or ACCG programs, how does it obtain a quote?

A. To obtain a quote, the public entity would contact GFRPTSD@lockton.com and provide your contact information to schedule a follow-up call. To speak with a Program representative, please contact Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.

Starting in August/September 2024, GMA and ACCG will contact its members directly with information on the program and how to obtain a quote and secure coverage compliant with the Act with a January 1, 2025 effective date.

Q. If a first responder is employed by two public entities, which public entity is required to pay the cost of the insurance?

A. The program will bill both public entities 50% of the required premium.

Q. If a first responder is employed by public entity A and volunteers at public entity B, which public entity is required to pay the cost of the insurance?

A. Public entity A, the place of employment, is required to pay the cost of the insurance.

Q. If a first responder volunteers at public entity A and B, which public entity is required to pay the cost of the insurance?

A. The program will bill both public entities 50% of the required premium.

Q. If a public entity hires a first responder in the middle of the billing cycle, is it required to pay back premium for the newly hired first responder?

A. No. While the first responder is eligible on the first day of service, the public entity would include the newly hired first responder in its upcoming eligibility roster.

Q. May a public entity increase the lifetime benefits above those required under the Act?

A. The GMA and ACCG Programs allow a public entity to increase PTSD coverage in two ways:

- Increasing the lump-sum benefit from \$3,000 to \$5,000, \$10,000 or \$15,000
- Increasing the monthly disability benefit for volunteers from \$1,500 to \$2,000

**GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in GIRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the GIRMA Fund C Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by GIRMA’s Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the “First Responder PTSD Policy”) and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to individuals performing service for them as an employed or volunteer “First Responder” as defined below (“First Responders”).

Who Does What?

- GIRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the “Act”), effective January 1, 2025.
- Georgia Municipal Association, Inc., (“GMA”) is the Program Administrator for GIRMA. GMA uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for providing census data to GMA’s broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to GMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by GMA’s broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, GMA and its broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder’s diagnosis, claims, or benefits.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither GIRMA nor GMA have any role in claim determination or payment.

Definition of First Responder. A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

Employer Obligations:

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel. Participating Employers that are members of GIRMA's Property and Liability Fund may call the GIRMA HelpLine at 800-721-1998 for free legal advice about whether an individual meets the statutory definition.
- Employer is solely responsible for keeping an accurate list of all First Responders, and providing correct and complete information to GMA's broker.
- Employer shall submit initial First Responder census data to the GMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or GMA, Employer shall provide MetLife or GMA the information requested.

Benefits Exempt from Income Tax:

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to GIRMA has advised GIRMA of the following:

- The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

Information Privacy and Security:

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, GMA, the GMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to GMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase the First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit unless the following option is checked.

_____ First Responder Lump Sum PTSD Diagnosis Benefit Only* (*Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.*)

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws regarding termination of membership in a GIRMA Fund.

**On behalf of _____ [Name of Participating Employer], _____
County, Georgia, I submit this Application and Participation Agreement and agree to its terms.**

Signature: _____ Date: _____

Print Name: _____ Title: _____

Privacy Notice for Georgia First Responders PTSD Program

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association (“GMA”) and Association County Commissioners of Georgia (“ACCG”) provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that “could reasonably be used to identify individuals making claims or who have made claims or who have received benefits.” These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as “sensitive mental health information” and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder’s express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on GFRPTSDInsurance.com.

A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA)

WHEREAS, the Public Entity of _____, located in _____ County, Georgia ("Public Entity") is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of Public Entity is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the Fund Election Form attached as Appendix A and the Application and Participation Agreement applicable to the Fund and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The [Insert title of Chief Officer] of Public Entity is authorized to act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as Appendix A by executing the the Application and Participation Agreement for such GIRMA Fund.
2. The [Insert title of Chief Officer] of Public Entity is designated as Public Entity's representative to GIRMA for purposes of Fund participation.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA
4. This resolution shall be effective on the date of adoption.

Adopted this _____ day of 20 _____ [Name of Public Entity]_____

By: _____,

[Print Name of Person Authorized to Sign Resolutions, Title]

Attest: _____,

[Print Name of Person Authorized to Attest, Title]

APPENDIX A

**Georgia Interlocal Risk Management Agency (“GIRMA”) Fund C Election Form
for Existing GIRMA Members**

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

This election form is for use by current GIRMA Members who wish to join GIRMA Fund C and thereby offer PTSD Benefits to eligible First Responders.

Fund C Application Information: GIRMA established Fund C on September 4, 2024. Fund C will provide fully- insured lump sum benefits and disability benefits for first responders entitled to such benefits under the Ashley Wilson Act. A coverage description for Fund C has been filed with the Georgia Department of Insurance and will be made available to Fund C members after approval of membership in Fund C by Georgia Municipal Association, Inc., the Program Administrator for GIRMA, and the insurance carrier.

To join Fund C, the governing body of the GIRMA Member must adopt a Resolution to Add Membership in a GIRMA Fund and the individual authorized to serve as the Public Entity’s primary contact for Fund participation must complete and sign the First Responder PTSD Application and Participation Agreement. Membership in Fund C is effective when the Application is approved by the Program Administrator and the carrier.



Administrative Services Committee

Meeting Date: Tuesday, January 14, 2025

Emergency – Housing & Community Development HVAC Replacement

- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Receive as information the emergency request for the replacement of two HVAC units located at Housing & Community Development in the amount of \$49,600.00 by Sig Cox.
- Background:** Two of the HVAC units that service the Housing & Community Development facility are no longer operational due to several deficiencies. An inspection of the units revealed that a complete replacement will be required. The failure of the HVAC units, coupled with the current outside temperature, is causing room temperatures to decrease. The replacement of the HVAC units is imperative in order to regulate temperatures throughout the facility.
- Analysis:** Sig Cox will perform the replacements of the HVAC units.
- Financial Impact:** \$49,600.00; SPLOST VIII
GL: 330-05-1120/54.21110
JL: 224-05-1127/54.21110
- Alternatives:** A – Receive as information
B – Do not receive as information
- Recommendation:** Receive as information the emergency request for the replacement of two HVAC units located at Housing & Community Development in the amount of \$49,600.00 by Sig Cox.
- Funds are available in the following accounts:** \$49,600.00; SPLOST VIII
GL: 330-05-1120/54.21110
JL: 224-05-1127/54.21110



Central Services Department

Ron Lampkin, Interim Director 2760 Peach Orchard Road, Augusta, GA 30906
Maria Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706) 796-5077 Fax

D White
12/16/24

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Department
FROM: ~~Ron Lampkin, Interim Director, Central Services Department~~
DATE: December 5, 2024
SUBJECT: Emergency Memo – Housing & Community Development HVAC

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at Housing & Community Development relating to the failure of the HVAC units.

Two of the HVAC units that service the Housing & Community Development building are no longer operational due to several deficiencies. An inspection of the units revealed that a complete replacement will be required. The failure of the HVAC units, coupled with the current outside temperature, is causing room temperatures to decrease. The replacement of the HVAC units is required in order to regulate temperatures throughout the facility. Sig Cox has been deemed qualified to make the necessary replacement of the HVAC units.

Please process a purchase order for Sig Cox, in the amount of \$49,600.00 for the replacement of the HVAC units.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

REQUISITION

REQUISITION:

REQUISITION DATE: 12/5/24

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

DEPARTMENT NAME: Central Services Department

DEPARTMENT NUMBER: SPL O&T VIII, See Below

DEPARTMENT HEAD: 

VENDOR		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
PHONE NUMBER	QUOTED BY	NAME OF BIDDER	PHONE NUMBER	NAME OF BIDDER	PHONE NUMBER	NAME OF BIDDER	PHONE NUMBER
706-722-5304	Bubba Smith	Sig Cox					

ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MIDDLE UNIT - FURNISH AND INSTALL NEW 50FCCOM08A2A5 PACKAGE HEAT PUMP UNIT, NEW TWO STAGE THERMOSTAT, HALL GUARDS, OUTSIDE AIR DAMPER, FURNISH CRANE & ALL PERMITS. WARRANTY 5 YR COMPRESSOR 1 YEAR ALL PARTS & LABOR	1	\$ 23,871.00	\$ 23,871.00				
2	FRONT UNIT - FURNISH & INSTALL A 48FCCDM08A2A5 GAS PACKAGE UNIT, NEW TWO STAGE THERMOSTATS, HALL GUARDS, OUTSIDE AIR DAMPER, FURNISH CRANE & ALL PERMITS. WARRANTY 5 YR COMPRESSOR 1 YR ALL PARTS & LABOR	1	\$ 25,729.00	\$ 25,729.00				
3								
4								
5	*Emergency - Housing & Community Development HVAC Replacement							
6	Quote # q100749							
7	Funding is available in the following accounts:							
8	330-05-1120/54.21110							
9	224-05-1127/54.21110							
10								
11								
12								
13								
14								
TOTAL BID				\$ 49,600.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								



Sig Cox Heating & Air Conditioning
1431 Greene Street
Augusta, GA 30901

Phone: (706) 722-5304
sigcoxservice@sigcox.com
sigcox.com

Bill to
Augusta Georgia
Accounting Dep Suite 800
535 Telfair St Municipal Bld
Augusta, GA 30901-2379

Ship to
Augusta Housing And Commu
510 Fenwick Street
Augusta, GA 30901

Quote Date: 11/20/2024

Sales Rep: Bubba

Quote #: q100749

Item	Description	Quantity	Price	Amount
EST	<p>Middle Unit Furnish and install a new 50FCQM08A2A5 package heat pump unit. Furnish and install new two stage thermostat. Furnish and install hail guards. Furnish and install outside air damper. Furnish crane and all permits. Warranty: 5-year compressor 1 year all other parts & labor. Total \$ 23,871.00</p> <p>Front unit Furnish and install a 48FCDM08A2A5 gas package unit. Furnish and install new two stage thermostats. Furnish and install hail guards. Furnish and install outside air damper. Furnish crane and all permits. Warranty: 5-year compressor 1 year all other parts & labor. Total \$ 25,729.00</p>	1	\$49,600.00	\$49,600.00
			Subtotal:	\$49,600.00
			Tax:	\$0.00
			Total:	\$49,600.00
			Payments:	\$0.00



Administrative Services Committee Services

Meeting Date: 01/13/2025

HCD_ McKie Hayes Enterprise Funding Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department’s (HCD's) request to provide funding to McKie Hayes Enterprise to continue development in the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.

Background: Housing and Community Development is assisting McKie Hayes Enterprise by providing guidance and techniques of development via utilizing HOME funds. McKie Hayes Enterprise has completed one single family unit and continues to show interest in developing affordable housing in the Turpin Hills area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:

McKie Hayes Enterprise is requesting:

- 1610 Lee Beard Way, Augusta, GA 30901: Funding Request: \$117,500.00

The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit.

Analysis: Approval of the contract will allow the partnership to construct (1) single family unit in the Turpin Hills area to aid in the fight of blight.

Financial Impact: HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from the U.S. Department of Housing and Urban Development in the amount of \$ 117,500.00 to assist in the construction of one single family affordable housing unit. (HUD)

Alternatives: Do not approve HCD’s Request.

Recommendation: Motion to approve Housing and Community Development Department (HCD's) request to provide funding to McKie Hayes Enterprise to continue development in the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.

Funds are available in the following accounts: Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.

HOME Funds: 22107 3212

REVIEWED AND APPROVED BY:

- Procurement
- Finance
- Law
- Administrator
- Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

MCKIE HAYES ENTERPRISE, LLC

In the amount of

\$ 117,500.00

One Hundred Seventeen Thousand Five Hundred Dollars & 00/100

For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

“1610 Lee Beard Way – Single Family”

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of _____, 2024 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and McKie Hayes Enterprise, LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*MCKIE HAYES ENTERPRISE*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, McKie Hayes Enterprise will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with McKie Hayes Enterprise for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, McKie Hayes Enterprise has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, McKie Hayes Enterprise has requested, and Augusta has approved a total of \$ 117,500.00 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

McKie Hayes Enterprise agrees to utilize approved HOME funds to support project related costs associated with property located at 1610 Lee Beard Way, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. All projects are to posses the following components:*
 1. Evidence of additional financing resources “Leveraging”
 2. Evidence of Site Control
 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying

education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.

- 4. If at the time of construction, there is no approved homebuyer, MCKIE HAYES ENTERPRISE must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by McKie Hayes Enterprise for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ 117,500.00 in a HOME funds shall be expended by McKie Hayes Enterprise from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 1610 Lee Beard Way in the Turpin Hill Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees. Sales price will be determined by an as built appraisal as submitted by MCKIE HAYES ENTERPRISE. This unit will be constructed by McKie Hayes Enterprise and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 1610 Lee Beard Way, Augusta, Georgia 30901

Initial: _____

C. Program Location and Specific Goals to be Achieved

McKie Hayes Enterprise shall conduct project development activities and related services in its project area known as Turpin Hille that incorporates the following boundaries: Wrightsboro Road on the North, Gordon Highway to the West, 15th Street on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by McKie Hayes Enterprise will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, McKie Hayes Enterprise shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. MCKIE HAYES ENTERPRISE will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

McKie Hayes Enterprise will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. McKie Hayes Enterprise will carry out this project with implementation oversight provided by HCD. McKie Hayes Enterprise agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, McKie Hayes Enterprise, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$117,500.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to McKie Hayes Enterprise compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, McKie Hayes Enterprise will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.

- b. HCD will monitor the progress of the project and McKie Hayes Enterprise performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. McKie Hayes Enterprise and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$117,500.00 of this single project and seeks to provide McKie Hayes Enterprise with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ **117,500.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow MCKIE HAYES ENTERPRISE to retain 25% of sales proceeds to further future HOME development. (Example: 1610 Lee Beard Way sales for \$195,000; MCKIE HAYES ENTERPRISE retains \$48,750.00 (25%) and pays HCD \$ 71,250.00)

Initial: _____

C. Timetable for Completion of Project Activities

McKie Hayes Enterprise shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, McKie Hayes Enterprise will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *McKie Hayes Enterprise shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. McKie Hayes Enterprise shall be paid a total consideration of no more than **\$ 117,500.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of McKie Hayes Enterprise. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and McKie Hayes Enterprise

2. McKie Hayes Enterprise shall adhere to the following budget in the performance of this contract:

Construction	\$ 117,500.00
TOTAL HOME PROJECT COST:	\$ 117,500.00

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture

restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and McKie Hayes Enterprise (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to McKie Hayes Enterprise or any contractor/subcontractor hereunder. All payments to McKie Hayes Enterprise by Augusta will be made on a per performance request through the AIA Document.
- B. McKie Hayes Enterprise shall maintain a separate account and accounting process for HOME funding sources.
- C. McKie Hayes Enterprise shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to McKie Hayes Enterprise compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.

- F. Requests by McKie Hayes Enterprise for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. McKie Hayes Enterprise shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by McKie Hayes Enterprise.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under McKie Hayes Enterprise control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
- a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by McKie Hayes Enterprise.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by McKie Hayes Enterprise.
- E. If McKie Hayes Enterprise is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

**ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING
REQUIREMENTS**

McKie Hayes Enterprise shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements).

These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). McKie Hayes Enterprise shall maintain records that document all clients served with HOME funds. In addition, McKie Hayes Enterprise shall document each client's race, family size, annual household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by McKie Hayes Enterprise, shall provide the information and verification described above.

McKie Hayes Enterprise shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply McKie Hayes Enterprise with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

McKie Hayes Enterprise shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that

sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

McKie Hayes Enterprise shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, McKie Hayes Enterprise shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, McKie Hayes Enterprise shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of McKie Hayes Enterprise’s fiscal year. McKie Hayes Enterprise is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. McKie Hayes Enterprise shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: McKie Hayes Enterprise' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). McKie Hayes Enterprise agrees to comply with the Open Records Act should a request be submitted to it. Further, McKie Hayes Enterprise agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. McKie Hayes Enterprise will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. McKie Hayes Enterprise will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to McKie Hayes Enterprise' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. McKie Hayes Enterprise shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

McKie Hayes Enterprise agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of McKie Hayes Enterprise. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the

Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The McKie Hayes Enterprise in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The McKie Hayes Enterprise. In such instances, McKie Hayes Enterprise shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and McKie Hayes Enterprise.
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

McKie Hayes Enterprise agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in McKie Hayes Enterprise publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

McKie Hayes Enterprise agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.

2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify McKie Hayes Enterprise if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: McKie Hayes Enterprise agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, McKie Hayes Enterprise will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)
2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

McKie Hayes Enterprise agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), McKie Hayes Enterprise agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood

insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

McKie Hayes Enterprise agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

McKie Hayes Enterprise agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. McKie Hayes Enterprise will in all solicitations or advertisements for employees placed by or on behalf of McKie Hayes Enterprise; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

McKie Hayes Enterprise agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, McKie Hayes Enterprise agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

McKie Hayes Enterprise agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, McKie Hayes Enterprise agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by McKie Hayes Enterprise for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if McKie Hayes Enterprise fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means McKie Hayes Enterprise shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

McKie Hayes Enterprise shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. McKie Hayes Enterprise agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

McKie Hayes Enterprise shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

McKie Hayes Enterprise agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

McKie Hayes Enterprise will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. McKie Hayes Enterprise will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or McKie Hayes Enterprise social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. McKie Hayes Enterprise agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. McKie Hayes Enterprise agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

McKie Hayes Enterprise and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

McKie Hayes Enterprise will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. McKie Hayes Enterprise will not discriminate against any person applying for shelter on the basis of religion. McKie Hayes Enterprise will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if McKie Hayes Enterprise has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, McKie Hayes Enterprise shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event McKie Hayes Enterprise materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until McKie Hayes Enterprise cures any breach of the contract. If McKie Hayes Enterprise fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, McKie Hayes Enterprise shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to McKie Hayes Enterprise for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if McKie Hayes Enterprise breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, McKie Hayes Enterprise shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building

535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

McKie Hayes Enterprise will receive all notices at the address indicated below:

McKie Hayes Enterprise
5950 Bowdens Pond Road
Dearing, Georgia 30808

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

McKie Hayes Enterprise will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, McKie Hayes Enterprise specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

McKie Hayes Enterprise shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, McKie Hayes Enterprise shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of McKie Hayes Enterprise handling or charged with the responsibility for handling funds and property pursuant to this contract. MCKIE HAYES

ENTERPRISE shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta’s officers, agents, members, employees, and successors.

Additionally, McKie Hayes Enterprise shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by McKie Hayes Enterprise hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to McKie Hayes Enterprise beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved by Augusta, GA Commission on December 5, 2023.

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Tameka Allen
As its City Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

McKie Hayes Enterprise
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

McKie Hayes Enterprise shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *McKie Hayes Enterprise shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *McKie Hayes Enterprise shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation

Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$117,500.00** in Year 2023 HOME Investment Partnerships Funds to McKie Hayes Enterprise. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to McKie Hayes Enterprise in accordance with the attached drawdown schedule and budget.
3. With HCD approval, McKie Hayes Enterprise may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.

3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. McKie Hayes Enterprise will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. McKie Hayes Enterprise must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, McKie Hayes Enterprise must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. McKie Hayes Enterprise must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. McKie Hayes Enterprise must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

MCKIE HAYES ENTERPRISE MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.



Administrative Services Committee

Meeting Date: Tuesday, October 8, 2024

Emergency – Charles B. Webster Lighting Fixtures and Wiring Replacement

- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Receive as information the emergency request for the replacement of the lighting fixtures and electrical wiring located at the Charles B. Webster Detention Center in the amount of \$142,857.00 by Coleman Construction.
- Background:** Several lighting fixtures and wiring within the Charles B. Webster Detention Center cell areas are currently damaged due to inmate vandalism. The damaged light fixtures and exposed wiring are currently posing a safety risk to fellow inmates and officers at this location. It is of utmost importance that the lighting fixtures and electrical wiring is replaced in these areas to prevent further safety risks and provide sufficient illumination, as the areas are in constant use by inmates and personnel within the facility.
- Analysis:** Coleman Construction will be performing the replacement of the lighting fixtures and wiring within the facility.
- Financial Impact:** \$142,857.00; SPLOST VIII
GL: 330-05-1120/53.19120
JL: 224-05-7122/53.19120
- Alternatives:** A – Receive as information
B – Do not receive as information
- Recommendation:** Receive as information the emergency request for the replacement of the lighting fixtures and electrical wiring located at the Charles B. Webster Detention Center in the amount of \$142,857.00 by Coleman Construction.
- Funds are available in the following accounts:** \$142,857.00; SPLOST VIII
GL: 330-05-1120/53.19120
JL: 224-05-7122/53.19120



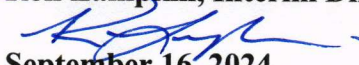
Central Services Department

Ron Lampkin, Interim Director 2760 Peach Orchard Road, Augusta, GA 30906
Maria Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department

DATE:  September 16, 2024

SUBJECT: Emergency Memo – Charles B. Webster Detention Center Lighting Replacement

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at Charles B. Webster Detention Center relating to the replacement of the lighting fixtures and electrical wiring.

Several lighting fixtures within the Charles B. Webster Detention Center cell areas are currently damaged due to inmate vandalism. The damaged light fixtures are currently posing a safety risk to fellow inmates and officers at this location. It of utmost importance that the lighting fixtures and electrical wiring is replaced in these areas to prevent further safety risks and provide sufficient illumination, as the areas are in constant use by inmates and personnel within the facility.

Please process a purchase order to Coleman Construction in the amount of \$142,857.00 for the replacement of the lighting fixtures and electrical wiring.

If you have any questions or concerns, please contact the Central Services Department.

RL/mrr

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

REQUISITION

REQUISITION:

REQUISITION DATE: 9/16/2024

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

ITEM NAME: Central Services Department

ITEM NUMBER: SPL OST VIII, see below

DEPARTMENT HEAD: 

ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
					VENDOR		NAME OF BIDDER		NAME OF BIDDER	
					Coleman Construction, Inc					
					PHONE NUMBER					
					(706) 556-3400					
					QUOTED BY		Tim Coleman			
1	(20) TAMPER PROOF LED LIGHTS IN CELL AREA OF DETENTION CENTER	1	\$41,675.00	\$41,675.00						
2	ELECTRICAL MATERIALS	1	\$ 36,555.00	\$36,555.00						
3	LABOR	1	\$ 60,127.00	\$60,127.00						
4	SUPERVISION	1	\$ 4,500.00	\$4,500.00						
5										
6										
7										
8	*Emergency									
9	Charles B. Webster Lighting Replacement									
10	Proposal # 9317B									
11										
12	Funding is available in the following SPL OST VIII accounts:									
13	GL: 330-05-1120/53.19120									
14	JL: 224-05-7122/53.19120									
15										
TOTAL BID				\$142,857.00						
SHIPPING CHARGES										
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER										



Coleman Construction, Inc.

www.Coleman-Construction.com

Plumbing & Mechanical Piping Contractors

ESTIMATE

To: Timothy Howard
Project: Webster Detention Center Lighting

Date: 09/10/2024
Proposal # 9317B

Mr. Howard,

Thank you for your continued interest in our company and for allowing us the opportunity to provide you with pricing for this project.

Our quote includes the labor and material to complete the repair and installation of 20 (ea.) tamper proof LED lighting in the cell area of the detention center. Purchase and install new fixtures and inspect wiring for damage. Includes inspection of the wiring and repairs as needed to make the new lights functional.

(20) Tamper Proof LED lights:	\$41,675.00
Electrical Materials:	\$36,555.00
Labor:	\$60,127.00
Supervision:	\$ 4,500.00

Estimated Total: \$ 142,857.00

We exclude any of the following from our scope of work:

- Starters, controls, or disconnects.
- Equipment pads or vibration isolation.
- Seismic restraints or hangers; design or engineering fees for seismic design.
- Site or civil sanitary waste, domestic water, storm water, irrigation, or fire protection piping.
- Gas or water meters, sewer taps, any associated meter or tapping fees.
- Patching of any walls, floors or ceilings; Painting of any kind.
- Engineering or bonding fees (if bond is required, please add 2%).
- Fees for 3D design or coordination drawings.
- Any work that requires premium time (after hours or weekends).

If you have any questions or comments, or if you need any additional information, please do not hesitate to contact us.

Thank you,
Tim Coleman

Katie Cornelius

From: Darrell White
Sent: Monday, September 16, 2024 11:20 AM
To: Katie Cornelius
Cc: Ron Lampkin; Maria Rivera-Rivera; Scarlet Green; Arlene New; Geri Sams; Audrey Sutton; Nancy M. Williams
Subject: RE: Emergency Request - CBWDC Lighting Replacements

Yes, I approve.

From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Monday, September 16, 2024 11:05 AM
To: Darrell White <DWhite2@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>; Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Subject: Emergency Request - CBWDC Lighting Replacements
Importance: High

Good morning,

This communication serves as notification of an emergency at the following location:

- Charles B. Webster Detention Center
 - Numerous lights were vandalized by inmates and pose as a safety risk for both fellow inmates and officers at this location. It is of utmost importance that the lighting fixtures and electrical wiring are replaced to prevent further safety risks.

We are requesting approval to proceed with the attached quote from Coleman Construction in the amount of \$142,857.00 for the lighting replacements. Funding will be through SPLOST VIII, see attached account # from Finance.

Thank you,
 Katie

Katie Cornelius | Administrative Assistant
Augusta - Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-312-4152
KCornelius@augustaga.gov | www.augustaga.gov



Katie Cornelius


From: Timothy Schroer
Sent: Friday, September 13, 2024 4:17 PM
To: Maria Rivera-Rivera
Cc: Ron Lampkin; Scarlet Green; Darrell White; Katie Cornelius; Timothy Howard
Subject: RE: Request for funds - CBWDC Lighting Replacement

Follow Up Flag: Follow up
Flag Status: Flagged

As requested,

GL 330-05-1120 / 5319120
 JL 224057122 / 5319120

Ledger: JL		JL Budgets and Actuals with Encumbrances			Fiscal Year:
Report Date: 09/13/2024					Fiscal Period:
					Budget Version:
<u>Object</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Encumbrance</u>	<u>Ba</u>
224057122	CBW - Lighting				
5319120	R & M-Buildings	142,860.00	0.00	0.00	142,
	Revenue & Transfers In:	0.00	0.00	0.00	
	Expenditure and Transfers Out:	142,860.00	0.00	0.00	142
	Net:	-142,860.00	0.00	0.00	-142
Grand Total (RV & TI):		0.00	0.00	0.00	
Grand Total (XP & TO):		<u>142,860.00</u>	<u>0.00</u>	<u>0.00</u>	<u>142</u>
	Net:	-142,860.00	0.00	0.00	-142

Timothy E. Schroer, CPA, CGMA 
 Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
 ✉ tschroer@augustaga.gov | 📞 Office: (706) 821- 1741 | 📠 Fax: (706) 821- 2520

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Friday, September 13, 2024 12:43 PM

To: Timothy Schroer <tschroer@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>
Subject: RE: Request for funds - CBWDC Lighting Replacement

Good morning,

I believe is 53.19120.


Regards,
Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Timothy Schroer <tschroer@augustaga.gov>
Sent: Friday, September 13, 2024 11:59 AM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>
Subject: RE: Request for funds - CBWDC Lighting Replacement

What object code(s) should be used for the budget?

Timothy E. Schroer, CPA, CGMA 
Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
 tschroer@augustaga.gov |  Office: (706) 821- 1741 |  Fax: (706) 821- 2520

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Friday, September 13, 2024 11:27 AM
To: Timothy Schroer <tschroer@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>
Subject: RE: Request for funds - CBWDC Lighting Replacement

Good morning,

I would like to follow up with the following request for SPLOST 8 – Facilities Repairs & Maintenance funds.

Regards,
Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Maria Rivera-Rivera
Sent: Tuesday, September 10, 2024 10:18 AM
To: Timothy Schroer <tschroer@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>
Subject: Request for funds - CBWDC Lighting Replacement
Importance: High

Good morning,

Central Services has been instructed to utilize funds from SPLOST for the replacement of the CBWDC lighting fixtures and electrical wiring. Attached is the quote presented by Coleman Construction, Inc. in the amount of \$142,857.00.

These lights were vandalized by inmates and pose as a safety risk for both fellow inmates and officers at this location.

Regards,
Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



Administrative Services Committee

Meeting Date: Tuesday, January 14, 2025

Emergency – Fleet Shop 2 Waste Oil Heater

- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Receive as information the emergency request for the replacement of the waste oil heater located at the Fleet Shop #2 in the amount of \$27,975.00 by Sig Cox.
- Background:** The current waste oil heater is completely inoperable and cannot be repaired as the parts are obsolete. The failure of the heater, coupled with the current outside temperature, is causing temperatures in the shop to decrease. It is imperative that the replacement of the waste oil heater takes place to properly regulate temperatures throughout the facility.
- Analysis:** Sig Cox will perform the replacement of the waste oil heater.
- Financial Impact:** \$27,975.00
GL: 626-01-6442/52.23112
- Alternatives:** A – Receive as information
B – Do not receive as information
- Recommendation:** Receive as information the emergency request for the replacement of the waste oil heater located at the Fleet Shop #2 in the amount of \$27,975.00 by Sig Cox.
- Funds are available in the following accounts:** \$27,975.00
GL: 626-01-6442/52.23112



Central Services Department

Ron Lampkin, Interim Director 2760 Peach Orchard Road, Augusta, GA 30906
Maria Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

D White
12/16/24

TO: Darrell White, Interim Director, Procurement Department
FROM: ~~Ron Lampkin, Interim Director, Central Services Department~~
DATE: December 5, 2024
SUBJECT: Emergency Memo – Fleet Shop #2 Waste Oil Heater

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at Fleet Shop #2 relating to the failure of the waste oil heater.

The current waste oil heater is completely inoperable and cannot be repaired as the parts are obsolete. The failure of the heater, coupled with the current outside temperature, is causing temperatures in the shop to decrease. The replacement of the waste oil heater is required in order to regulate temperatures throughout the facility. Sig Cox has been deemed qualified to make the necessary replacement of the waste oil heater.

Please process a purchase order for Sig Cox, in the amount of \$27,975.00 for the replacement of the waste oil heater.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: 626-01-6442/52.23112
DEPARTMENT HEAD: 

REQUISITION

REQUISITION:
REQUISITION DATE: 12/5/24
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

ITEM NO	DESCRIPTION	Quantity	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER
			Unit Price	Total Price	Unit Price	Total Price	
VENDOR Sig Cox PHONE NUMBER 706-722-5304 QUOTED BY Bubba Smith							
1	FURNISH & INSTALL NEW EL WASTE OIL 350H OIL HEATING SYSTEM. COMPLETE SYSTEM INCLUDES HEATER W/ 250 GAL SW TANK, MOUNTING STANDS & HARDWARE, CLASS A 8" FLUE KIT, ONBOARD AIR COMPRESSOR, METERING PUMP, DRAFT GAUGE, LOW FUEL CUTOFF, STAINLESS TEE & DAMPER AND STAINLESS STEEL HEAT EXCHANGER. 2 YR PARTS WARRANTY & 10 YRS ON HEAT EXCHANGER, PRORATED AFTER 5 YRS	1	\$ 27,975.00	\$ 27,975.00			
2							
3							
4							
5	*Emergency - Fleet Shop 2 Waste Oil Heater						
6	Quote # q100783						
7	Funding is available in the following accounts:						
8	626-01-6442/52.23112						
9							
10							
11							
TOTAL BID				\$ 27,975.00			
SHIPPING CHARGES							
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER							



Sig Cox Heating & Air Conditioning
1431 Greene Street
Augusta, GA 30901

Phone: (706) 722-5304
sigcoxservice@sigcox.com
sigcox.com

Bill to
Augusta Georgia
Accounting Dep Suite 800
535 Telfair St Municipal Bld
Augusta, GA 30901-2379

Ship to
Road And Bridges Office00013
2316 Tobacco Road
Augusta, GA 30906

Quote Date: 12/4/2024

Sales Rep: Bubba

Quote #: q100783

Item	Description	Quantity	Price	Amount
EST	Furnish and install a new EL WASTE OIL 350H oil heating system. Complete System includes heater with 250 gal sw tank, mounting stands and hardware, Class A 8" flue kit, onboard air compressor, metering pump, draft gauge, low fuel cutoff, stainless tee & damper and stainless-steel heat exchanger. 2-year parts warranty and 10 years on the heat exchanger, prorated after 5 years. Serves heavy equipment shop	1	\$27,975.00	\$27,975.00

Subtotal: \$27,975.00
Tax: \$0.00
Total: \$27,975.00
Payments: \$0.00



Administrative Services Committee Meeting

January 13, 2025

Credit Card Policy

Department:	N/A
Presenter:	N/A
Caption:	Review and discussion of the updated Credit Card Policy & Procedures. (Requested by Commissioner Francine Scott)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Francine Scott
Sent: Tuesday, January 7, 2025 10:02 PM
To: Lena Bonner
Subject: Committee Agenda Item

Ms. Bonner,

Please add to the appropriate committee: Review and Discussion of the updated Credit Card Policy & Procedure.

Thank you.

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AED:104.1



2024

CREDIT CARD POLICY OVERVIEW

for

ELECTED OFFICIALS AND DEPARTMENT DIRECTORS

DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING: AUGUSTA DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COMMISSION OF AUGUSTA, GEORGIA.



TRANSACTION LIMITS POLICY

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and minimize excessive use of any individual credit line. Individual monthly card limits must align with the limits established by the governing authority of Augusta, Georgia.

Mayor: The monthly limit must not exceed \$15,000.00.

Marshal: The monthly limit must not exceed \$20,000.00.

Other Elected Officials: The monthly limit must not exceed \$15,000.00.

Administrator: The monthly limit must not exceed \$10,000.00.

Clerk of Commission: The monthly limit must not exceed \$50,000.00. (This limit has been set by the Augusta Commission to accommodate the needs of the full Board of Commissioners.)

Department Directors: The single transaction limit is set at \$1,000.00. The monthly card limit must be based on the city's budgetary constraints and must not exceed \$5,000.00.

All Other Designees: The single transaction limit is set at \$500.00, and the monthly limit must not exceed \$5,000.00.

12-2-24
Approved: November 19, 2024



These limits are set to ensure responsible use of city-issued credit cards and to safeguard the fiscal integrity of the city's budget.

	Mayor	Elected Officials	Marshal	Administrator	Clerk of Commission	Department Directors	Designees
Single Transaction Limit	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	\$1,000.00	\$500.00
Monthly Transaction Limit	\$15,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$50,000.00	\$5,000.00	\$5,000.00

Any exceptions to these standardized limits must receive express written approval from the Augusta, Georgia governing authority, which has appointed a Card Administrator or their designee in accordance with Georgia Code O.C.G.A. § 36-80-24(2024). Such exceptions will be temporary increases. Requests for permanent increases must be incorporated into this policy by amendment or addendum and approved by the governing authority of Augusta, Georgia. Changes in spending limits must be submitted to the Card Administrator with the rationale for the change (whether increase or decrease), and copies provided to the Finance Director and City Administrator.

Department Directors may be issued a credit card upon providing appropriate justification and receiving approval from the Card Administrator based on operational needs. Cardholders must attend purchasing and credit card training before card issuance. The Card Administrator or designee will notify the Commission of all new card holders on a quarterly basis.

Cardholders of Credit Cards:

The Augusta, Georgia Commission, by public vote, designates the following Augusta, Georgia and Richmond County Elected Officials and employees to receive a county-issued credit card and approves the attached user agreement for the following officials and employees:

Credit Card Holders:

- Mayor
- Clerk of Commission
- Administrator
- Coroner
- Magistrate Judges
- Probate Judges
- Sheriff
- Superior Court Clerk
- Tax Commissioner



- Solicitor
- State Court Judges
- Marshal
- Superior Court Judges
- District Attorney
- Department Directors
- Designees of Department Directors/Elected Officials

Designated Officials. The Augusta, Georgia Commission (“County”), in its discretion may authorize specific elected officials and/or employees to use a county credit card by adoption of a resolution in a public meeting. No authorized elected official or employee may use a county credit card until and unless he or she has executed the County’s credit card user agreement.

The Augusta, Georgia Commission hereby designate the Administrator and his/her designee(s) as the County credit card administrator.

ATTACHMENTS

- **ORDINANCE** An Ordinance to Amend the Code of Augusta, Georgia with respect to **Elected Officials Credit Cards**; and for other Purposes.
- **RESOLUTION** of the Augusta, Georgia Commission regarding County Issued Credit Cards



CREDIT CARD POLICY

Program Overview

Effective January 1, 2016, O.C.G.A. § 36-80-24 prohibits county elected officials from using county credit cards unless the county governing authority authorizes the issuance of such cards by public vote and has promulgated specific policies regarding the use of such cards; The Augusta, Georgia Commission promulgates the attached ordinance No. _____ replacing No. 7787 as the official policy of Augusta-Richmond County, Georgia.

The Augusta, Georgia Commission has a strong interest in safeguarding and promoting the public health, safety, and general welfare of all citizens through the adoption of this ordinance. Such credit cards shall only be issued to elected officials designated by the governing authority; and

WHEREAS, in order to comply with O.C.G.A. § 36-80-24, the Augusta, Georgia Commission desires to authorize certain elected officials to be issued a county credit card, to adopt the attached ordinance containing the County's policy on credit cards, and to adopt the attached user agreement.

Augusta, Georgia Commission reaffirms the adoption of the attached Credit Card Ordinance for Augusta, Georgia and Richmond County, Georgia Elected Officials.

BE IT FURTHER RESOLVED that the Augusta, Georgia Commissioners by public vote, designates the following Augusta, Georgia and Richmond County Elected Officials to receive a county issued credit card and approves the attached user agreement for the following elected officials:

- Mayor
- Clerk of Commission
- Coroner
- Magistrate Judges
- Probate Judges
- Sheriff
- Superior Court Clerk
- Tax Commissioner
- Solicitor
- State Court Judges
- Marshal
- Superior Court Judges
- District Attorney



The Augusta, Georgia Commission on _____, 2024 adopted Ordinance _____ replacing Ordinance 7787 and created Title 1, Chapter 10, Article 14 with respect to Elected Officials Credit Cards and for other purposes:

SECTION I. Intent and Scope.

The purpose of this policy is to comply with the requirements of O.C.G.A. § 36-80-24 regarding the use of county issued government credit cards.

SECTION II. Definitions.

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. AUTHORIZED ELECTED OFFICIAL means an elected official designated by public vote of the Augusta, Georgia Commission to receive a county issued credit card.
- B. CARD ADMINISTRATORS means the City Administrators and/or his or her designee(s).
- C. CITY means the City of Augusta, Georgia and/or Augusta and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the city mayor/commission, committees, boards and staff.
- D. CITY ETHICS POLICY shall mean Article 2 Code of Ethics, Article 3 Ethics in Public Procurement Administration, of the Code Augusta, Georgia.
- E. CITY FINANCE DIRECTOR/FINANCE DIRECTOR means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- F. CITY PROCUREMENT/PURCHASING DIRECTOR means the City Purchasing Director as described in the City Charter, his/her agent, or the department head of the City Procurement Department, if such a department is in existence.
- G. COUNTY means Augusta, Georgia.
- H. COUNTY CREDIT CARD means a financial transaction card issued by any business organization, financial institution, or any duly authorized agent of such organization or institution, used by a county official to purchase goods, services and other things of value on behalf of the county.
- I. EMPLOYEE means a full-time individual drawing a salary or wage from the City. The term shall encompass all members of the City Commission, Mayor and Elected Officials without regard to whether or not such individuals are compensated.
- J. EMERGENCY PURCHASES means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- K. EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or



injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.

- L. GOODS or COMMODITIES means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- M. GOVERNING AUTHORITY means the Mayor and City Commissioners of Augusta, Georgia, or its designee(s).
- N. OFFICIAL means any City elected or appointed person who holds office or any person appointed by the mayor and commission the city.
- O. PURCHASING is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the city. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- P. PURCHASING AGENT means the principal purchasing official of the city who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- Q. USER AGREEMENT means the required agreement between the city and the authorized elected officials and/or their employees that restricts the use of a city credit card.
- R. REQUISITION means an internal document, provided by a department to the Purchasing Director that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- S. REQUESTING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.
- T. REQUESTING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials,
- U. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.

SECTION III. Designated Officials.

The Augusta, Georgia Commission ("County"), in its discretion may authorize specific county elected officials and/or employees to use a county credit card by adoption of a resolution in a public meeting. No authorized elected official or employee may use a county credit card until and unless he or she has executed the County's credit card user agreement.

The County will not make payments to any business organization, financial institution, or any duly authorized agent of such organization or institution, for amounts charged by an elected official to any credit cards that are not issued pursuant to this ordinance or for any purchases that are not authorized by this ordinance.

SECTION IV. Card Administrator.

The Augusta, Georgia Commission hereby designates the City Administrator and his/her designee(s) as the County credit card administrator. The responsibilities of the Card Administrator and his/her designee(s) include:

1. Manage County issued credit cards.
2. Serve as the main point of contact for all county credit card issues.
3. Serve as liaison to the elected officials authorized to use a credit card and their staff, as well as to the issuer of the credit card.
4. Provide training on card policies and procedures to the elected officials authorized to use a credit card and their staff.
5. Develop internal procedures to ensure timely payment of cards.
6. Assist authorized elected officials to dispute transactions when necessary.
7. Establish internal procedures to ensure compliance with this ordinance and county procurement ordinances and policies; county credit card user agreements; and Georgia law, specifically, O.C.G.A. §§ 16-9-37 and 36-80-24.
8. With guidance from the Finance Director, select appropriate financial institutions to issue credit cards. The Finance Director shall have the authority to make the final selection.
9. With guidance from the Finance Department Accounting Division, document internal controls, audits and other measures to prevent and detect misuse or abuse of the cards. The Finance Director shall have the authority to make a final internal control procedure determination.
10. Ensure credit card transactions are reconciled monthly.
11. Ensure record retention required by Georgia record retention policy and schedule for Local Government Paper and Electronic Records.

SECTION V. Use of Cards.

- 1) *Authorized Purchases.* County credit cards may be used to purchase goods and services directly related to the public duties of the authorized elected official only. All purchases are subject to the terms of this ordinance, the county credit card user agreement, and county procurement policies and ordinances.

Only authorized elected officials or their employees may use a county credit card for purchases or payments. The cards, and use of the cards, are not transferrable to employees or others. The authorized elected official or their employees shall use care to ensure that others do not have access to the card account number, expiration date, and security code. Unless otherwise approved by the governing authority or established in the county credit card user agreement,



the transaction limits are as follows:

	Mayor	Elected Officials	Marshal	Administrator	Clerk of Commission	Department Directors	Designees
Single Transaction Limit	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	\$1,000.00	\$500.00
Monthly Transaction Limit	\$15,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$50,000.00	\$5,000.00	\$5,000.00

- 2) *Unauthorized Purchases.* County purchasing card or credit cards shall not be used for goods and services not directly related to the official responsibilities of the authorized elected official or employee. Additionally, cards shall not be used to avoid compliance with the county’s purchasing ordinances and procedures, to purchase goods and services that are not approved in the county’s budget, to purchase goods and services exceeding the per transaction or per month limit, or to make purchases not in compliance with the county credit card user agreement or travel policy.
- 3) *Budgetary Limits.* Purchases made on county credit cards must be within the current remaining available budget of the elected official or department making the purchase.
- 4) *Receipts and Documentation.* Receipts, invoices and other supporting documentation of all purchases made with a county credit card shall be maintained by the authorized respective card administrator for the period provided by Georgia’s record retention policy. If an original or duplicate cannot be produced, a sworn affidavit of the authorized elected official may be substituted. The documentation must include the supplier or merchant information (i.e., name and location), quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to show that the expense was in the performance of official county duties.
- 5) *Public Records.* All receipt and other documentation of purchases are public records and subject to the requirements of O.C.G.A. § 50-18-70 et seq.

SECTION VI. Review of Purchases and Audit.

Proper documentation of purchases, internal controls and other measures prevent and allow detection to misuse or abuse of county issued credit cards. Authorized elected officials and staff that process payments under this program shall cooperate and comply with the procedures established by the county.

1. Review of Purchases. All purchases shall be reviewed according to the following procedure:
 - i. User has attached required supporting documentation, documenting the expenditure (purpose), vendor, amount, description of purchase, and expenditure account to be charged);
 - ii. User has verified such purchase was made in compliance with Augusta procurement policies and procedures, and those governing use of credit cards; and



- iii. If expenditure was made by employee of Elected Official, it must be approved by the Elected Official or other person designated by him/her.
2. Audits. The Finance Department Accounting Division shall perform an annual review of the card program to ensure adequacy of internal policies and procedures, cardholder spending limits, monthly reconciliation procedures and documentation for transactions. Elected officials and staff shall cooperate with such review.

SECTION VII. Violations.

1. The authorized card user shall reimburse the county for any purchases made with a county issued credit card in violation of this ordinance or the user agreement.
2. In the discretion of the county governing authority, failure to comply with the procedures outlined in this ordinance may result in:
 - a. A warning.
 - b. Suspension of the elected official or employee's authority to use a county credit card; or
 - c. Revocation of the elected official's or employee's authority to use a county credit card.
3. Nothing in this ordinance shall preclude the county governing authority from referring misuse of a credit card for prosecution to the appropriate authorities.

The Augusta Card Administrator or his/her designees reserves the right to withdraw any authority or delegated approval due to non-compliance with applicable laws, rules, regulations, policies, and procedures, or the terms of any conditional approval.

This Program utilizes cards and commercial accounts with plastic cards issued by or through local banks. The cards can only be used for official Augusta, Georgia business and cards must be surrendered and/or accounts closed upon termination of employment for any reason or upon demand by the Card Administrator.

The Augusta Commission and/or the Augusta Administrator approves all participation in the program.

All policies and procedures in this manual are subject to change with or without notice at the discretion of the Augusta Commission and/or the Augusta Administrator. Additions/revisions will be posted to the Augusta website when available.

Use of Credit Card Accounts for Personal Purchases Prohibited

Under no circumstances is a cardholder or program participant permitted to use county credit cards or related accounts for personal purchases. (Personal purchases are defined as purchases of goods or services intended for non-work-related use or use other than official Augusta business.) Using credit cards or related accounts for personal purchases may result in disciplinary action, up to and including termination from Augusta employment and criminal prosecution. The Official Code of Georgia, Annotated (O.C.G.A.), §50-5-80 and §50-5-83 states that any person who knowingly uses funds for personal purchases under \$500 is guilty of a misdemeanor. A person who knowingly uses funds for personal purchases of \$500 or more is guilty of a felony punishable by one to 20 years in prison. Supervisors or other approving officials who knowingly, or through willful neglect, approve personal or fraudulent purchases are subject to the same disciplinary actions as those making the purchases.

SECTION VIII. Process Improvement and Audits

1. The Card Administrator or his/her designee(s) will conduct periodic reviews of the program's receipts and statements. Reviews will take a risk-based approach and focus on the level of compliance with Augusta Policy, adequacy of and compliance with internal policies and procedures, and evaluation of internal controls.
2. The Card Administrator or his/her designee(s) may issue reports providing an assessment of the Program, make recommendations for improvement when warranted, and work with the Program personnel to implement action plans to make corrections or other improvements to the Program.
3. In those cases where it is determined that internal controls are not adequate, the Administrator has the authority to require policy improvements and/or place other restrictions on the local card program until such controls are developed, documented, and implemented.

SECTION IX. Professional Development

1. The Card Administrator or his/her designee(s) will develop and deliver training on the Card Program on an as-needed basis.
2. The Card Administrator or his/her designee(s) will develop training materials for cardholders.

SECTION X. Card Administrator Responsibilities

The Augusta, Georgia Commission designated the City Administrator and his/her designee(s) as the Card Administrator. The responsibilities of the Card Administrator include:

1. Program Administration
 - i. Develop the internal policy governing the use of the Credit Program, to include the following minimum requirements:
 - (a) In compliance with the State, Federal and Local laws, analyze Augusta's entity's current and forecasted purchases (composed of any and all departments of Augusta) on at least a quarterly basis to identify supplies, materials, equipment, and services which must be sourced through the competitive bidding process.
 - (b) Monitor the Augusta entity's compliance with State, Federal and Local laws and, when areas of non-compliance are found, determine the appropriate course of action needed to correct the non-compliance, document the action plan, and detail the correction action(s) taken.
 - (c) Ensure compliance with the Augusta Credit Card Policy.
 - (d) Provide for unique needs based on mission.
 - (e) Provide a method for reporting suspected misuse or fraudulent use.
 - (f) List in detail consequences of misuse or fraudulent use.
 - (g) Create a provision for review of the internal policy for adequacy at least annually.
 - (h) Create a provision for audit or other independent review of all areas of program administration and transactions at least annually.
 - ii. Work with management throughout the organization to determine the appropriate spending

limits for the Program as a whole and for individual account holders based on budget constraints, job responsibilities, historical spending patterns, and overall procurement practices.

- iii. Designate the following Program administrative positions as needed and ensure coordination among the positions:
 - (a) Electronic Contact to handle data transmission matters; and
 - (b) Settlement Contact to handle monthly payment matters.
 - iv. Work with management to identify job titles/positions within the organization that require a credit card account or that would be good candidates for use of the credit card and related accounts.
 - v. Develop written internal procedures for requesting credit cards, Ghost Cards and other accounts and approving cardholders.
2. Program Compliance
- i. Establish written procedures to ensure compliance with, or request exceptions to, Augusta purchasing laws and regulations, and the internal credit card policy.
 - ii. Coordinate any exceptions to the Augusta Credit Card Policy.
 - iii. Ensure that Department has sufficiently documented internal controls and other measures (e.g. audits) to prevent and/or detect misuse or fraudulent use of credit cards and related accounts.
 - iv. Establish written procedures to ensure security over credit card account information to include:
 - (a) Ordering and receiving new and replacement cards.
 - (b) Reporting or stolen cards and/or compromised accounts to the Bank and to the Card Administrator or designee(s).
 - (c) Collecting and destroying cards when cardholders transfer to jobs not requiring a credit card, resign, or are terminated; and
 - v. Establish written procedures to ensure that misuse or fraudulent use of a credit card is documented. Minimum requirements include:
 - (a) Documentation of the transaction (e.g., copies of receipts, invoices).
 - (b) Evidence of who conducted the transaction, who approved the transaction, and when and how the misuse or fraud was discovered.
 - (c) Documentation of personnel actions taken (e.g., account holder was terminated).
 - (d) Notifying the Bank immediately when fraud or account misuse occurs in order to properly meet the Bank's guidelines regarding Bank reimbursement of transactions related to fraud or account misuse.
 - vi. Establish appropriate limits on the number of cardholders in order to ensure adequate review of business need and documentation (transaction logs, receipts/invoices, and monthly billing statement) for each purchase.

3. Training

- i. Develop an Entity-specific training program for all program users to include:
 - a) Mandatory Cardholder Agreement specifying terms and conditions for use of the card and related accounts;
 - b) Augusta Credit Card Policy;
 - c) User manual; and
 - d) Familiarity with all forms, including the Sales and Use Tax Exemption form and



transaction log.

4. Using Credit Cards

- i. Establish written internal procedures covering how to use credit card account(s), including telephone, fax, and Internet orders, as well as Ghost Cards if applicable, in order to maintain security over credit card account information.
- ii. Monitor accounts for inactivity and close accounts that are no longer needed.
- iii. Establish written internal procedures for compliance with Augusta Policy regarding documentation of transactions.

5. Internal Accounting Requirements

- i. Designate the storage location for all original transaction documentation.
- ii. Establish billing discrepancy procedures, including disputed transactions.
- iii. Establish reconciliation procedures between cardholders and Accounts Payable to ensure timely payment of the corporate monthly billing statement.
 1. Use of generic "P-Card" general ledger account is prohibited
 2. All transactions should be allocated to the appropriate expenditure account in order to allow for the accurate monitoring of department spending in adherence with the Augusta Credit Card Policy.

SECTION XI. Cardholder Responsibilities

All program participants are de facto purchasing agents for Augusta, Georgia. Accordingly, all participants must have a minimum understanding of Augusta's purchasing laws, Augusta Procurement Department rules and regulations as contained in the Augusta Procurement Code, and internal purchasing rules. Program participants must also be familiar with the provisions of O.C.G.A. §45-10-1 et seq. regarding Employee Code of Ethics and Conflicts of Interest:

Code Of Ethics For Government Service:

Any person in government service should:

1. Put loyalty to the highest moral principles and to country above loyalty to persons, party, or government department.
2. Uphold the Constitution, laws, and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.
3. Give a full day's labor for a full day's pay and give to the performance of his/her duties his/her earnest effort and best thought.
4. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
5. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for him/herself or his/her family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his/her governmental duties.
6. Make no private promises of any kind binding upon the duties of office, since a government employee has no private word which can be binding on public duty.
7. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his/her governmental duties.

8. Never use any information coming to him/her confidentially in the performance of governmental duties as a means for making private profit.
9. Expose corruption wherever discovered.
10. Uphold these principles, ever conscious that public office is a public trust.

Designated Cardholders

When plastic cards are issued, only the employee whose name appears on the face of these cards are authorized to initiate transactions with the card. Use of the card by any other person is considered misuse of the card, even if the purchase is for legitimate Augusta business. For Ghost Card accounts and other types of program accounts, only individuals identified as account users or custodians may use the accounts. Use of the accounts by any other person is considered misuse of the accounts, even if the purchase is for legitimate Augusta business.

Cardholder responsibilities include:

1. Maintain security of the card account number, expiration date, and security code at all times.
2. Maintain knowledge of Augusta Credit Card Policy and internal policies and procedures.
3. Ensure all purchases are allowable purchases according to Augusta’s Credit Card Program Policy.
4. Ensure all purchases comply with purchasing requirements of the Augusta Credit Card Policy concerning Order of Precedence and Competitive Bidding.
5. Obtain “best value” for Augusta when making purchases with the credit card.
6. Maintain all documentation required by Augusta and internal purchasing card policies. Minimum documentation requirements are:
 - i. Monthly or weekly transaction log as determined by the Card Administrator and purchasing volume.
 - ii. Itemized receipt or invoice.
 - (a) If receipt has been lost and a duplicate cannot be obtained, the Card Administrator or his/her designee(s) can determine if internal policy will allow use of the Lost Receipt Affidavit Form. If allowed, a single cardholder can use the form no more than three times in one fiscal year.
 - (b) Use of the form more than three times in one fiscal year will result in suspension of account privileges.
7. Submit all documentation to the Card Administrator’s designated contact in order to ensure timely payment of the monthly billing statement.
8. Either the original receipt or invoice must be sent to the Card Administrator’s designated contact for each for each transaction. The receipt must be accompanied by a signed requisition with department account numbers for payment. (Departments are to maintain a file copy of all transactions submitted for payment.)
9. Immediately report stolen/lost cards and/or compromised accounts to the Bank and to the Card Administrator or his/her designee.
10. A comment for each transaction stating the purpose of the transaction must be included on the requisitions. Departments must provide a written report for all disputed transactions.



SECTION XII. Allowable Purchases

The designated cards and associated accounts are authorized for official purchases of supplies, materials, equipment, or services, except where expressly prohibited or restricted. All purchases must adhere to assigned spending limits unless prior written approval has been obtained to exceed these limits. The Card Administrator or his/her designee(s) are responsible for managing spending limits in accordance with Commission approval. Any temporary adjustments—whether increases or decreases—or exceptions for open market purchases must be pre-approved in writing by the Card Administrator or his/her designee(s).

Allowable purchases include:

1. Equipment – Single units under \$1,000. Augusta entities must obtain written approval from the Card Administrator or his/her designee prior to the purchase in order to exceed this threshold.
2. Software – Data plans, software, or applications (i.e., “apps”) for Augusta-issued devices such as smart phones (e.g. iPhone, Android, blackberry) and tablets (e.g. iPads) ONLY. Purchases cannot be made for personal devices, even if used for Augusta business.
3. Supplies and materials up to the cardholder’s approved Single Transaction Limit and/or approved cycle limit not on Annual Augusta Contracts.
4. Filing or coping of legal or court documents for Augusta, Georgia.
5. Airline tickets and vehicle rentals for Augusta personnel traveling on official Augusta business as defined in the Augusta, Georgia Code.
6. Special approval is not needed for the following types of purchases:
 - Food and lodging
 - Documentation must follow guidelines for “group meals” in the Travel Regulations (i.e., itemized receipt showing all meals purchased)
7. Food provided for consumption at events or services provided to the general public, Augusta benefit recipients and/or Augusta program participants (other than Augusta employees), or purchased for resale in gift shops, bookstores, etc., and other non-employee meal related use.
8. Purchases of goods or services intended for official Augusta, Georgia work- related use which are not otherwise excluded in the Prohibited Purchases section.

SECTION XIII. Prohibited Purchases

The following types of purchases are strictly prohibited. No exceptions will be granted unless otherwise indicated. This list must be included in lists of prohibited purchases in policies at the local program level:

1. Personal purchases of any kind. (Personal purchases are defined as purchases of goods or services intended for non-work-related use or use other than official Augusta business.)
2. Data plans, software, or applications (i.e. “apps”) for non-Augusta Entity issued devices, including, but not limited to, cellular phones (e.g. iPhone, Android), laptop computers, or



tablets (e.g. iPad).

3. Cash advances including use of the card, card number or account number at Automated Teller Machines (ATMs), inside bank branches or at cash advance, quasi- cash and money transfer locations such as Western Union, Telecheck, etc.
4. Gift cards, stored value cards, calling cards, pre-paid cards or similar products.
5. Employee travel expenses, including lodging, transportation, and meals, except as specifically covered under Allowable Purchases.
6. Entertainment, including in-room movies, except as specifically covered under Allowable Purchases.
7. Alcoholic beverages.
8. Tobacco products.
9. Fuel, mechanical repairs, and maintenance of Augusta-owned or rental vehicles. (Exceptions may be granted upon verification of procedures to enter costs into Augusta's fleet management system administered by Fleet Management.)

Note:

- i. Non-mechanical body shop repairs not covered under Augusta's vehicle maintenance contract may be paid for with a credit card.
 - ii. Allowable auto parts purchases must follow the process outlined in the auto parts flow chart.
10. Food for consumption by Augusta employees unless the purchase qualifies as a "group meal" according to the Augusta, Georgia Code.
 11. Memberships and/or fees to wholesale shopping clubs or "warehouse" type retailers.

SECTION XIV. Declared Emergencies and Natural Disasters

Augusta has authority to forego standard procurement requirements for needs arising from unforeseen causes. In cases involving the welfare of the general public, extreme weather conditions, or official declared emergencies, the Card Administrator or his/her designee(s) are allowed to obtain after-the-fact approval for exceptions to this Policy.

1. The Department Director must contact the Card Administrator's designated contact, within 72 hours of any actions taken in response to these emergencies and the nature of the actions taken.
2. Documentation for transactions must follow guidelines for emergency purchases as contained in the Augusta Procurement Code.



SECTION XV. Sole Source / Sole Brand Purchases

The credit card and related accounts may be used for purchases resulting from sole source or sole brand acquisitions provided those goods/services are not identified in the prohibited subsection. Guidelines for Sole Source and Sole Brand purchases are found in the Augusta Procurement Code.

Any request for a single transaction of \$5,000 or more that would qualify as a Sole Source and/or Sole Brand must include a Sole Source Form.

SECTION XVI. Clarification on Credit Card Fees and Convenience Fees

Many merchants charge a “credit card processing fee” or “convenience fee” for accepting credit cards including the Augusta credit cards. These types of fees are strictly regulated by the card issuer(s). “Convenience fees” for certain transactions can be paid if they are charged in compliance with the issuer rules. Other fees, such as “credit card fees”, “processing fees” or “surcharges” for example, are not allowed by the issuer regulations and are therefore not permitted on credit cards or related accounts. Fees will be reviewed on independent basis.

According to VisaCard’s Card Acceptance and Chargeback Management Guidelines for Merchants (Merchants is synonymous with Vendors) available on VisaCard’s website, credit card surcharges are not allowed. Merchants “may not impose any surcharge on a VisaCard transaction.” Convenience fees, however, are allowed under certain circumstances. Fees will be reviewed on independent basis.

According to the website:

For merchants who offer an alternate payment channel (i.e., mail, telephone, or ecommerce) for customers to pay for goods or services, a convenience fee may be added to the transaction amount. If the merchant chooses to assess a convenience fee to its customers, the merchant must adhere to the following rules:

- The fee is being charged for a bona fide convenience of using an alternative payment channel outside the merchant’s normal business practice.
- The fee:
 - must be disclosed to the customer as a charge for the alternative payment channel convenience
 - is applied only to non-face-to-face transactions
 - must be a flat or fixed amount, regardless of the amount of the payment due
 - is applied to all forms of payment products accepted in the alternative payment channel
 - is included as part of the total transaction amount
 - cannot be added to a recurring transaction



- is assessed by the merchant that provides the goods or services to the cardholder and not a third party

The customer must be given the opportunity to cancel prior to the completion of the transaction. VisaCard is very clear about what a convenience fee is and how and when they can be charged. As a result, many vendors that charge fees do so incorrectly and are therefore out of compliance with VisaCard regulations.

Examples of common violations of VisaCard's convenience fee policy include, but are not limited to, the following:

- Charging a tiered or percentage-based fee. Only a flat fee regardless of the transaction amount is allowed.
- Charging a fee for transaction below or above a certain dollar amount. Convenience fees must be charged on all transaction regardless of amount.
- Charging the fee in person, for face-to-face or point of sale transactions. The fees can only be applied to transactions via the mail, telephone or internet.
- Charging only for VisaCard or credit card transactions. Convenience fees must be applied to all payment methods accepted via that channel.
- Calling the fee, a "processing fee", "credit card fee", "surcharge" or anything other than a "convenience fee". The fee is designed to offset the cost of the convenience, not the cost of accepting credit cards.
- Charging higher prices for credit card purchases versus checks or cash. **Note:** Vendors may offer a "cash discount" to customers paying with cash, in person.
- Charging a convenience fee via the internet when that is the vendor's only "normal business practice". If the vendor only sells on the internet, there is no convenience versus coming in to a retail location, so no convenience fee can be charged. There are many ways a vendor's actions can fall outside VisaCard's guidelines. As such, only vendors in compliance with the guidelines shall be allowed to receive convenience fees via the P-Card and/or related accounts.

One example of an allowable convenience fee is a utility that charges a convenience fee for paying a bill via the phone or internet versus having to come to an office and drop off a payment. As long as the convenience fee is a flat fee and is charged to all transactions accepted via the phone or internet (such as all card types, electronic checks, etc.), it is acceptable on a P-Card/Credit Card transactions.

Convenience fees charged in accordance with the VisaCard guidelines quoted above are permitted on these cards or related accounts. All other charges, surcharges or fees are prohibited and should not be paid with a Credit Card or related accounts. Violations of the VisaCard guidelines should be reported to the Augusta Card Administrator or his/her designee(s) as merchants can be reported to VisaCard through Cadence Bank.



SECTION XVII. Ghost Card Accounts

The term "Ghost Cards" refers to a cardless account established for the payment of monthly or other periodic charges to an established vendor of an Augusta entity. In cooperation with the Augusta Cards Program Manager and the Bank, an entity's Program Administrator may establish a Ghost Card account with an identified vendor used to pay recurring charges based on services or goods purchased periodically (including monthly) from the vendor through an entity contract, statewide contract, a sole source/mandatory source purchase or for other allowable purchases. Ghost Cards provides a secure payment method restricted for use with the identified vendor and secured through numerous account restrictions including spending limits, Merchant Category Code (MCC) restrictions and the absence of a physical card.

Please contact the Augusta Card Administrator or his/her designee(s) for more information on Ghost Cards or for assistance in setting up Ghost Card accounts.

SECTION XVIII. Program Compliance

1. Internal Controls

Each Cardholder must establish a control structure that ensures compliance with Augusta, Georgia Procurement Code, State and Federal Laws and the Purchasing Card Policy.

Internal controls must include:

- a. Appropriate separation of duties between making transactions (cardholders) and payment of the monthly billing statement (Accounts Payable).
- b. Independent review of all account maintenance activity received on monthly statement. Statements are to be signed by the User and must provide the appropriate account number to be charged.
- c. Appropriate hierarchical review and approval of purchases by someone with supervisory authority over the cardholder and/or with the authority to question purchases if needed.
- d. No cardholder can provide approval for payment for his/her transactions or of the corporate monthly billing statement. Review and approval responsibilities cannot be delegated to someone else.
- e. Provision for an annual independent audit or review of the purchasing card program by the Card Administrator, Finance Department, or other assigned audit responsibilities. Reviews must address:
 - a. Adequacy of internal policies and procedures.
 - b. Appropriateness of cardholder spending limits.
 - c. Adequacy of review, reconciliation, and payment procedures; and
 - d. Adequacy of documentation for transactions.

2. Cardholder Spending (Credit) Limits



Spending limits enable management to provide cardholders with the purchasing power to accomplish the needs of the job without exposing Augusta to unnecessary risk. Spending limits should be based on job responsibilities of the cardholder and/or of the job title. Cardholder spending limits must be reviewed at least annually to determine that actual usage is consistent with spending limits.

3. Account Issuance Requirements

- a. Issuance is limited to one credit card per cardholder.
- b. Cardholders must be permanent full-time Augusta employees whose job requires the use of a credit card or related account. There will be no exceptions to the following:
 - Neither cards nor accounts will be issued to part-time or temporary workers, or contractors.
 - Cards and related accounts will not be issued in the name of a department or work unit to be shared by multiple employees.
 - Neither cards nor related accounts will be issued to employees of foundations associated with any Entity.
- c. The Card Administrator or his/her designee(s) must approve a cardholder's application for a credit card or related account.
- d. All training requirements as described in this Policy must be met before an employee/elected official receives a credit card or is given access to a related account.

SECTION XIX. Legal Issues

1. Failure to Comply with Laws, Policies, and Procedures

Cardholders or approving officials who knowingly, or through willful neglect, fail to comply with the following may be subject to suspension or termination of account privileges or other disciplinary action, up to and including termination of employment and criminal prosecution to the fullest extent of the law.

- Official Code of Georgia, Annotated (O.C.G.A. §50-5-80 and §50-5-83), sections related to governmental purchasing
- Applicable requirements of the Augusta, Georgia Procurement Code
- Augusta, Georgia Credit Card Policy

The Card Administrator reserves the right to withdraw any authority or delegated approval due to non-compliance with applicable laws, rules, regulations, policies, and procedures, or the terms of any conditional approval.



2. Competitive Solicitation

- a. O.C.G.A. §50-5-69 requires competitive bidding for all open-market purchases anticipated to be \$25,000 or more. However, O.C.G.A. § 50-5-83 sets the legal Single Transaction Limit for a credit card transaction at \$5,000 unless made against a Statewide Contract or in compliance with Augusta procurement policy. Use of the credit card as a method of payment does not relieve the program participant or the Entity of these responsibilities.
 - As stated above, **Department Directors** have a single transaction limit set at \$1,000.00 and the monthly card limit must be based on the city's budgetary constraints and must not exceed \$5,000.00.
 - **All Other Department Director Designees:** The single transaction limit is set at \$500.00, and the monthly limit must not exceed \$5,000.00.
 - Cardholders are prohibited from splitting a transaction between two or more transactions or accounts in order to circumvent any Single Transaction Limit, regardless of the level.
- b. In order to remain compliant with Georgia Law, where job responsibilities require department directors or their designees to make single purchases of \$5,000 or more, the Augusta Card Administrator can approve Single Transaction Limits over \$5,000.
- c. Cardholders who need to make open-market purchases of \$5,000 or more must use the appropriate bid process for any purchase greater than or equal to \$5,000. Complete bid requirements are found in the Augusta Procurement Code.
 - i. For any purchase of \$5,000 or more, cardholders must use the Georgia Procurement Registry to obtain bids from the appropriate number of bidders.
 - ii. One-time approval to exceed \$5,000 will be granted upon submission of proof of the competitive bid process. Transaction documentation must include evidence of the appropriate bid process and be available for audit by the Augusta Card Administrator or designated personnel.

3. Payment of Augusta Sales and Use Tax

- a. O.C.G.A. §48-8-3(1) exempts purchases made by Agencies from Sales and Use Tax when payment is made with appropriated funds.
- b. Cardholders must present the Department of Revenue Sales and Use Tax Exemption, Form ST-5, to merchants upon request. This form may be obtained through the Procurement Department.
- c. Cardholders are responsible for ensuring that merchants do not charge tax.
 - i. If taxes are charged, the cardholder must contact the merchant to obtain a credit to the account.
 - ii. Credits cannot be obtained by any other method, including, but not limited to, cash, gift card, gift certificate, or store credit.
 - iii. Documentation of attempts to obtain credit for any Augusta Sales and Use Tax charged in error must be maintained with the documentation for the transaction where the tax was charged.

4. Records Retention Requirements



The Card Administrator will designate responsibility for Records Retention for all transactions under this Program.

1. Documents related to transactions are accounting records and must be maintained according to the requirements of Accounts Payable Files.
2. Documents related to the issuance of accounts to employees are accounting records and must be maintained according to the requirements.
3. Statements will be attached to Purchase Orders.

5. Internal Revenue Service 1099 Reporting

Effective in 2011, the IRS announced changes to the Internal Revenue Code, Section 6050W, which affects sections 6041 and 6041A of Internal Revenue Service rules. This change shifts the burden of payment reporting requirements to the credit card account transaction acquirer's bank (the supplier's merchant bank) instead of the card end users when credit cards are used as the form of payment for reportable transactions. As a result, beginning with transactions that occur in 2011 and are reportable beginning January 2012, Augusta program participants are no longer required to report P-Card transactions. Instead, the acquiring banks that process the transactions for suppliers will assume this responsibility. This change applies only to credit card transactions – **reporting for all other payment methods including checks, ACH and others will remain the responsibility of the entity making payment.** Please consult the tax specialists in your entity for further information and details regarding these changes.

SECTION XX. Terms

This agreement shall be effective until terminated by the Card Administrator or the Augusta, Georgia Commission or the elected official leaves office or employee leaves the employment of the elected official or Augusta, Georgia. The card shall be promptly returned to the Card Administrator in the event of such termination. The Elected Official's obligations of this agreement shall survive the termination of this agreement.



EXHIBIT A

Credit Card User Agreement between Augusta, Georgia and Augusta, Georgia Elected Officials

This Purchasing Card and/or Credit Card User Agreement is between Augusta, Georgia (hereinafter "County") and _____ (hereinafter "Elected Official"), an elected official of Augusta, Georgia or Richmond County, Georgia for use of a County Credit Card (hereinafter "card"), issued by _____ (hereinafter "Bank"), in accordance with O.C.G.A. § 36-80-24(c)(2).

In exchange for the privilege of receiving a card for the purpose of purchasing goods and services directly related to the public duties of the authorized elected official of the county, the Elected Official agrees as follows:

I. Authorized and Unauthorized Use.

- a. Elected Official agrees to only use the card for goods and services directly related to Elected Official's public duties.
- b. Elected Official agrees to use the card for the purchase of goods and services authorized by the budget adopted by the Augusta Commission.
- c. Elected Official shall not use the card for personal use or any use other than goods and service directly related to the official responsibilities of Elected Official.
- d. Elected Official agrees that use of the card signifies that budgeted funds are available to cover the executed transaction.
- e. Elected Official shall not exceed a ___ per month limit, unless approved by the Card Administrator.
- f. Elected Official shall not subdivide a purchase in an effort to circumvent the transaction limit for the card.
- g. Elected Official shall not request or receive cash from suppliers or vendors for exchanges or returns. All refunds or exchanges must be credited to the card account.
- h. Elected Official agrees to provide receipts, billing statements, and required supporting documentation in a timely manner so that payment can be made to avoid late fees. Such late fees if incurred will be charged against the departmental budget. Accounts incurring multiple late fees may result in account suspension or cancellation.

II. Obligations of Elected Official. Elected Official agrees to use the card in accordance with the terms and conditions of this Agreement, the Credit Card Ordinance for Augusta, Georgia Elected Officials ("Ordinance"), incorporated herein by reference, as it may be amended from time to time, and any procedures developed in relation to the use of the card.



- a. Elected Official agrees to cooperate with the Card Administrator in relation to the use of the card, including participation in training, submission of receipts and documentation, notification of lost or stolen cards, etc. Elected Official shall comply with the County's budget, purchasing policies and procedures when making purchases with the card.
- b. Elected Official shall notify the Card Administrator, if Elected Official's name or contact information changes, within thirty days of such change.
- c. Elected Official shall protect the card at all times to prevent unauthorized use.
- d. Elected official shall immediately notify the Bank and Card Administrator if the card is lost or stolen.
- e. Elected Official shall surrender the card immediately upon request of Card Administrator, or expiration of his or her card, or his or her resignation or removal from office.
- f. Elected Official acknowledges that he or she is the only individual authorized to use the card.

III. Receipts and Documentation. Receipts are required for all card transactions. Elected Official shall provide receipts, invoices and other supporting documentation of all purchases made with the card as required by the Card Administrator. Substantiating documentation shall include the supplier or merchant information, quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to demonstrate that the expense was in the performance of official County duties.

IV. Violations. In the discretion the Augusta, Georgia Commission, failure to comply with the terms of this agreement or the Elected Officials Purchasing Card and Credit Card Ordinance may result in one or more of the following:

- a. Warning;
- b. Suspension of card privileges;
- c. Termination of card privileges;
- d. Collection of an amount equal to the total of any improper purchases, including but not limited to declaring such purchases as an advance on salary to the extent allowed by law; and/or
- e. Prosecution. Official understands and acknowledges that misuse of the card may be considered a crime. Suspected misuse of the card may be reported to the proper authorities for prosecution.



Terms. This agreement shall be effective until terminated by the Card Administrator or the Augusta, Georgia Commission or the elected official leaves office or employee leaves the employment of the elected official or Augusta, Georgia. The card shall be promptly returned to the Card Administrator in the event of such termination. The Elected Official's obligations of this agreement shall survive the termination of this agreement.

Augusta, Georgia:

ELECTED
OFFICIAL/EMPLOYEE:

Garnett L. Johnson
As its Mayor

Print Name
Title

DATE:

DATE:

Attest:

Lena J. Bonner, Clerk of Commission



EXHIBIT B

CARDHOLDER’S AGREEMENT FOR DEPARTMENT DIRECTORS & DESIGNEES

I, _____, hereby agree to comply with the credit card policy and procedures and the following terms and conditions regarding my use of the card. As a cardholder, I have read and understand the Augusta, Georgia Credit Card Policy and the associated procedures.

- 1. I understand that I am being entrusted with a valuable tool in this credit card. I will be making financial commitments on behalf of Augusta, Georgia I will obtain the best value for Augusta, Georgia by using the card wisely and with discretion.
2. I agree to use this card for official approved purchases only. I fully understand that misuse or abuse of the card will result in revocation of the card and appropriate disciplinary action which may include termination of my employment. I also agree to attend training on the use of this card as prescribed by the Card Administrator.
3. Policy violations include, but are not limited to:
- Expenditures for personal purposes;
- Cash advances or refunds;
- Expenditures for entertainment, including but not limited to the purchase of alcoholic beverages;
- Purchases under contracts, unless an emergency exception is granted;
- Separate, sequential, and component purchases or transactions made with intent to circumvent State, Federal or Augusta’s Laws, policies, rules and regulations;
- Transaction amounts greater than cardholder’s limits;
- Failure to submit proper documentation with each monthly statement, and;
- Allowing the card to be used by someone else.
4. I agree to return the card immediately upon request or upon termination of employment (including retirement and resignation). Should I be transferred, qualify for extended leave or undergo an organizational change which causes my duties to no longer necessitate the use of the card, I agree to return it immediately and arrange for issuance of a new card as may be appropriate.
5. If the card is lost or stolen, I agree to immediately notify the Card Administrator’s designated contact and Bank both verbally and in writing.

(If applicable) I understand and agree that my use of the purchasing card is subject to the following specific purposes or restrictions:

Employee Signature: _____ Date _____

Print Name: _____

Department: _____ Title: _____

Credit Limit Authorized: \$ _____ Last 4 #'s on Card _____

Card Issue Date: _____



EXHIBIT C

Georgia Code Title 36. Local Government § 36-80-24
Current as of March 28, 2024

- (a) As used in this Code section, the term “constitutional officer” means the locally elected clerk of superior court, judge of the probate court, sheriff, tax receiver, tax collector, or tax commissioner.
- (b) An elected official of a county, municipal corporation, local school system, or consolidated government or a constitutional officer shall be prohibited from the use of a government purchasing card or a government credit card unless:
 - (1) Such purchases are solely for items or services that directly relate to such official's or constitutional officer's public duties; and
 - (2) Such purchases are in accordance with guidelines adopted by the county, municipal corporation, local school system, consolidated government, or constitutional officer.
- (c) Documents related to such purchases incurred by such elected officials or constitutional officers shall be available for public inspection.
- (d) No such county, municipal corporation, local school system, or consolidated government shall issue government purchasing cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of such county, municipal corporation, local school system, or consolidated government, by public vote, has authorized such issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards. No constitutional officer shall issue government purchasing cards or government credit cards to himself, herself, or his or her employees on or after July 1, 2016, until he or she has promulgated specific policies regarding the use of such government purchasing cards or government credit cards that apply to himself or herself and his or her employees and such policies have been filed with the governing authority of the county. If an elected official of such county, municipal corporation, local school system, or consolidated government or constitutional officer promulgates specific policies regarding the use of such government purchasing cards or government credit cards, such policies shall include the following:
 - (1) Designation of officials who shall be authorized to be issued such government purchasing cards or government credit cards;
 - (2) A requirement that, before being issued a government purchasing card or government credit card, authorized users shall sign and accept an agreement with the county, municipal corporation, local school system, consolidated government, or constitutional officer issuing the government purchasing card or government credit card that such users will use such cards only in accordance with the policies of the issuing governmental entity or constitutional officer;
 - (3) Transaction limits for the use of such cards;



- (4) A description of purchases that shall be authorized for use of such cards;
- (5) A description of purchases that shall not be authorized for use of such cards;
- (6) Designation of a government purchasing card or government credit card administrator;
- (7) A process for auditing and reviewing purchases made with such cards; and
- (8) Procedures for addressing a violation of such purchasing card or credit card policies and imposing penalties for violations, including, but not limited to, revocation of purchasing card or credit card privileges. Nothing in such procedures or any administrative action taken pursuant thereto shall preclude any other civil or criminal remedy under any other provision of law.



Administrative Services Committee

January 13, 2025

HB581

Department:	N/A
Presenter:	N/A
Caption:	Mr. Bob Young regarding HB581. (Requested by Commissioner Jordan Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Jordan Johnson
Sent: Wednesday, January 8, 2025 5:11 PM
To: Lena Bonner
Cc: Commissioner Francine Scott
Subject: Agenda item

Hi Ms. Bonner,

Will you add to Administrative Services, "Mr. Bob Young regarding HB581?"

Thank you,

Jordan Johnson

Augusta Commission, District 1

Finance Committee - Vice Chair

Engineering Committee - Member

Downtown Development Authority - Member

706-564-9356

augustaga.gov

"It's our duty to forget about ourselves and to try to make a contribution to the people we represent to make like better for them" - Former GA State Representative R.A. "Papa" Dent

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AED:104.1



Administrative Services Committee Meeting

January 13, 2025

Discuss the CSRA Probation Services contract

Department:	N/A
Presenter:	N/A
Caption:	Mr. Lawrence Brannen to discuss the CSRA Probation Services contract.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

_____ Commission	Date of Meeting _____
_____ Public Safety Committee	Date of Meeting _____
_____ Public Services Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Administrative Services Committee	Date of Meeting <u>01-14-2025</u>
_____ Engineering Services Committee	Date of Meeting _____
_____ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Lawrence A. Bonner (The Justice-Impacted Reformation Society Inc.)
Address: 445 Fenwick Street
Telephone Number: (678) 383-0846
Fax Number: _____
E-Mail Address: exoffendersforreform@gmail.com

Caption/Topic of Discussion to be placed on the Agenda:

Request a review of CSRA Probation ~~practices~~ practices as it pertains to the relationship between nonpayment and jail and, if necessary, modify the contract between Augusta-Richmond County and CSRA Probation as needed. (Based on a recently released report by the Georgia Budget and Policy Institute.)

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: lbonner@augustaga.gov
nmcfarley@augustaga.gov

535 Telfair Street
Augusta, GA 30901

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Administrative Services Committee

January 13, 2025

HB 581

Department:	N/A
Presenter:	N/A
Caption:	Ms. Sue Parr relative to Augusta Metro Chamber of Commerce comments on county’s decision regarding HB 581 floating homestead exemption
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

Meeting Date: January 7, 2024

AO HB581

Department: Administrator

Presenter: Tameka Allen, Administrator

Caption: Discuss and approve path forward for HB581.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: Discuss and approve path forward for HB581.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

HB 581 Work Session

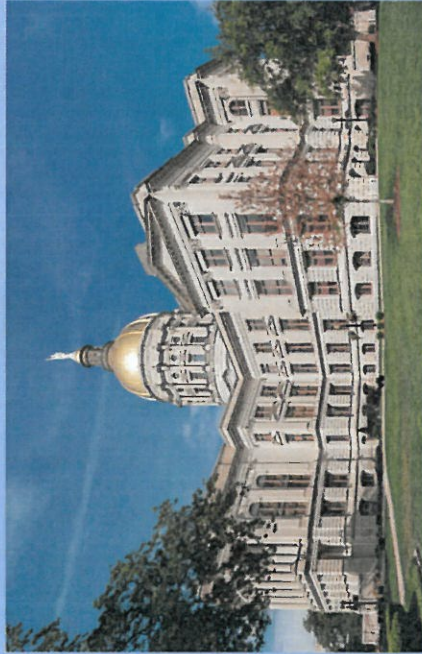
December 20, 2024

Adapted from ACCG & GMA Joint Training on October 3, 2024 by Ryan Bowersox (Assistant General Counsel, GMA) and Dante Handel (Associate Director of Governmental Affairs, ACCG)



Background: Where Did This Come From?

- Legislature entered 2024 session concerned about rising property value assessments and in turn property tax
- Senate leaders wanted measures to control rapid increases in property assessments
- House leaders looked to expand sales tax options
- Various proposals ultimately resulted in HB 581 (& HR 1022)



HB 581: Overview

Signed into law April 18, 2024 (Act 379).

Was contingent upon November Statewide Referendum (HR 1022), which passed

- Passed statewide – 64.5% Yes, 35.5% No
- Passed in Richmond County – 62% Yes, 38% No

Major Components:

1. Statewide Floating Homestead Exemption
2. New Local Option Sales Tax
3. Property Tax Procedural Changes



Presentation Outline

- When does this bill take effect?
- What is a floating homestead exemption?
- What is the possible financial impact?
- What is the procedure to opt out and what is the timeline?
- What is the new sales tax?
- Other property tax changes
- Policy considerations
- Questions for local governing body



When Does this Bill Take Effect?

January 1, 2025



HB 581

Statewide Floating Homestead Exemption

HB 581 implements a statewide floating homestead exemption for all local governments:

- Counties
- Cities
- School Boards

A floating homestead is a special type of homestead exemption designed to offset or reduce increases in taxable value to the property.



How Does a Floating Homestead Exemption Work?

It works by increasing the value of the exemption to offset inflation. For example:

- Property had a taxable value of **\$100,000** in Year 1
- Taxable value increases to **\$110,000** in Year 2 due to market changes
- The exemption **'floats'** to be worth **\$10,000** of taxable value, so the taxpayer still pays on the original Year 1 value of \$100,000



How Does HB 581's Floating Homestead Exemption Work?

Base year value is adjusted (will increase) by a **rate of inflation** determined by the State Revenue Commissioner – likely CPI. Example:

- Property has **\$100,000** taxable value in Year 1 and **\$110,000** in Year 2
- But if CPI is **2%**...
- Base value of \$100,000 may be increased only up to 2%, giving an adjusted value of **\$102,000**
- Exemption 'floats' to be worth \$8,000 of assessed value = taxpayer would pay on a taxable value of \$102,000 in Year 2

How Does HB 581's Floating Homestead Exemption Work?

- For homes first receiving this exemption in taxable year 2025, the base year assessed value will be the 2024 assessed value.
- Similar to other homestead exemptions, the value will be reset when the home is sold and is adjusted with “substantial property change.”
- Homeowners can not transfer exemption to new property.



How Does HB 581's Floating Homestead Exemption Work?

- The effect of HB 581's homestead exemption:
 - The taxable value of a home may only increase at a rate of inflation each year
 - Essentially, controlling this will control how much the "value" of a home can increase annually
- Homeowners already granted a homestead will receive this exemption automatically
 - *In 2024, approx. 31,000 properties in Richmond County – 38% of all properties*
- Non-homesteaded property (i.e., Commercial) will continue to be valued at fair market
 - *In 2024, approx. 49,000 properties in Richmond County – 62% of all properties*



How Does this New Homestead Exemption Impact Existing Homestead Exemptions?

- This new floating homestead exemption is in addition to and not in lieu of all non-floating homestead exemptions. **This will not repeal/replace existing homestead exemptions!**
- Existing local exemptions, such as the \$2,000 of assessed value, are added after the floating homestead exemption is calculated.

How Does this Affect All Properties?

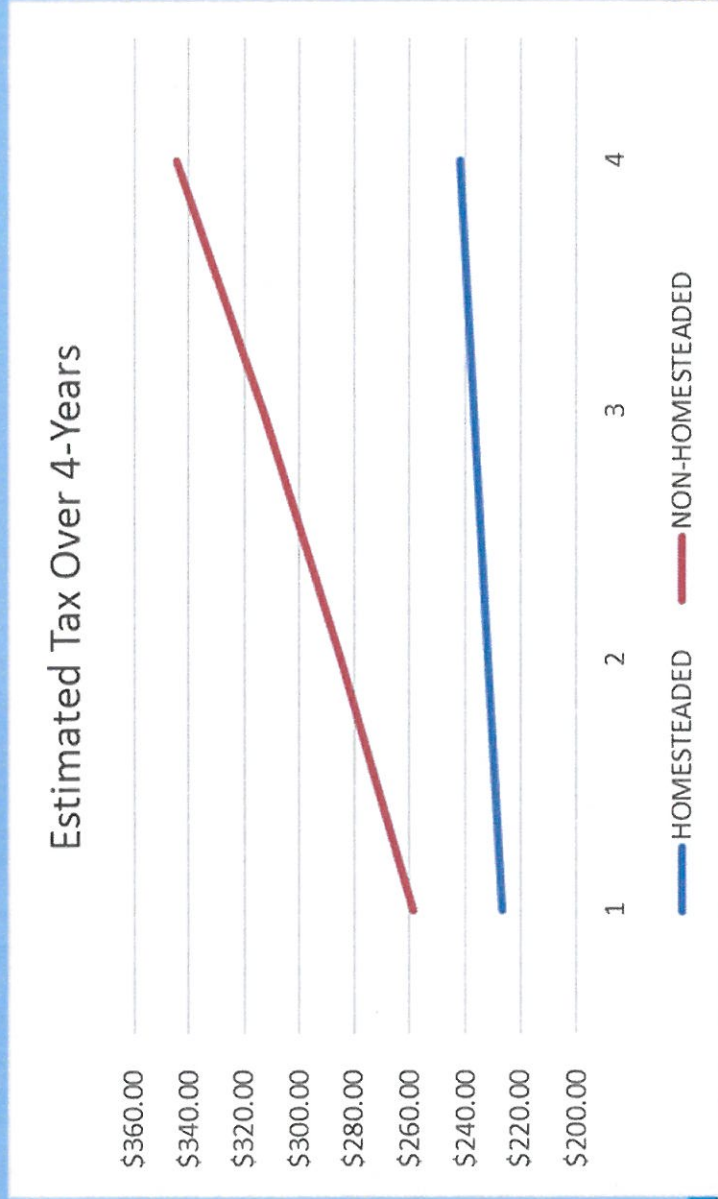
- The overall property tax collected will remain roughly the same.
- That means the roll-back rate will be **higher** to offset the exemptions.

For two properties valued at \$100,000, with annual appreciation of 10% and annual CPI of 2%, and a stable millage rate of 6.468:

	ESTIMATED TAX			
	Base Year	Year 1	Year 2	Year 3
HOMESTEADED	\$ 226.38	\$ 231.55	\$ 236.83	\$ 242.22
NON-HOMESTEADED	\$ 258.72	\$ 284.59	\$ 313.05	\$ 344.36



How Does this Affect All Properties?



Financial Impact for Augusta

	Increase in Home Value		No Increase in Value
	Current	With Floating Homestead	
Assessed Value	100,000	100,000	110,000
Market Increase	10,000	10,000	
Float Exemption		(8,000)	
New Assessed Value	110,000	102,000	110,000
Taxable Value	39,000	35,800	39,000
Millage Rate	6.648	6.648	6.648
Tax	\$ 259	\$ 238	\$ 259



Financial Impact for Augusta

	2024 Actual	2024 w/ Floating Homestead	Change
Ad Valorem Taxes	\$52,453,757	\$ 52,452,193	\$ (1,564)
Roll Back Rate	6.4680	6.525	0.057
Additional Exemptions w/cap at 4.1%		\$ 71,083,396	



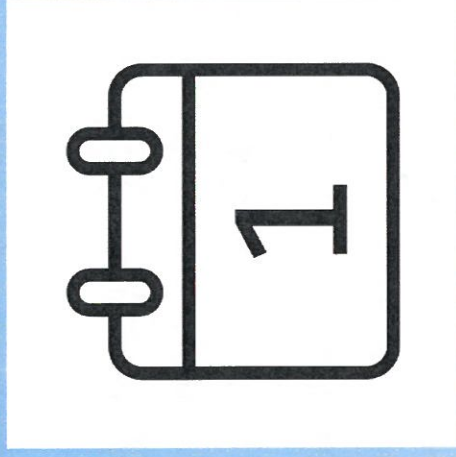
How Can a Local Government “Opt Out” of the Homestead Exemption?

- Any governing authority may elect to opt out of the floating homestead exemption created by HB 581 by following a procedure like the “public notification of tax increase” when a full rollback is not taken.
- The local government must advertise and conduct three public hearings of intent to opt out and later adopt a resolution.
- Must file resolution to Secretary of State by **March 1, 2025!**
- If procedures are not met, opt out is not effective.

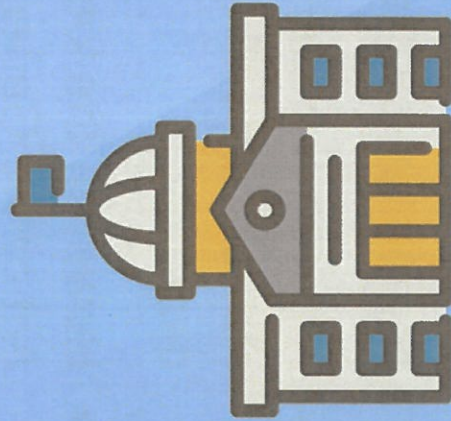


How Can a Local Government “Opt Out” of the Homestead Exemption?

- This process may not begin until the bill takes effect on January 1, 2025, and must be completed by March 1, 2025.
- A governing authority may not opt-out of the statewide floating homestead exemption after this deadline.
- However, the local delegation may pass a local Act of the General Assembly to implement a local floating homestead exemption at any time.



How Can a Local Government “Opt Out” of the Homestead Exemption?



- Important to note: The decision to opt out is independent among local governments
- **Augusta and the Richmond County Board of Education will each decide whether to opt out**
- The decision of whether or not to opt out will not impact the other local government's homestead exemption
- This may result in homes having different taxable values



Is the Decision to “Opt Out” or “Stay In” Permanent?

- **Yes**
- No action is needed by the local government to have the homestead exemption apply
- Once the “opt out” period has passed, currently there is no future method to opt in or opt back out
- A similar homestead exemption can still be done in traditional manner



HB 581 Timeline

November 5, 2024: Statewide Question on Constitutional Amendment

January 1, 2025: HB 581 takes effect

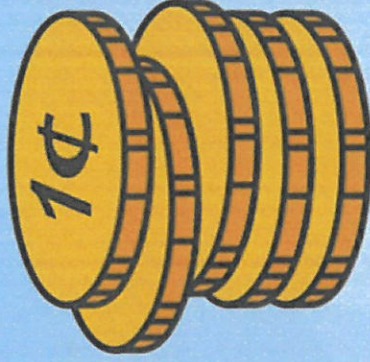
March 1, 2025: Deadline for local governments to “opt out” of homestead exemption



HB 581

Sales Tax Revisions and FLOST

- HB 581 makes two major changes to local sales tax:
 - Revises the provisions of O.C.G.A. 48-8-6 which limits the percentage of local sales tax a jurisdiction may levy.
 - Creates new local option sales tax contingent upon jurisdictions having a base year value homestead exemption.



Revised Local Sales Tax Limitation

- This legislation revises the existing two percent local sales tax cap; exemptions now include:
 - ESPLOST
 - Up to one percent of the transportation sales taxes, which include:
 - Regional TSPLOST
 - Single-County TSPLOST
 - Transit SPLOST
 - MARTA
 - One of the specialty pennies, including:
 - **The new sales tax for property tax relief created by HB 581**
 - Columbus-Muscogee and Macon-Bibb OLOST
 - **Augusta-Richmond Coliseum SPLOST**
 - MOST for Atlanta and cities connected to its water system (East Point, College Park, and Hapeville)

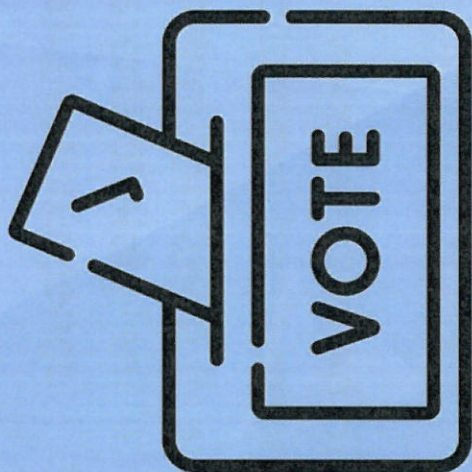


What is the New Sales Tax?

- A new sales tax is created for the limited purpose of property tax relief – it may be levied in **0.05 percent increments up to one percent**.
- To be eligible to levy the tax, the county must have in effect a floating homestead exemption.
- It **does not** matter if the school boards opt out or not since they are ineligible to share in the proceeds of the tax without a separate constitutional amendment.



How is the New Sales Tax Implemented?



- The tax must be approved through **local referendum**
- Approval by the voters will be required to levy the sales tax

How is the New Tax Collected and Distributed?

- Collection of the tax will begin at the start of the next calendar quarter beginning more than 50 days after that date (as opposed to eighty days for other local sales taxes).
- The Georgia Department of Revenue (DOR) sends the money to the county.



How Can the Tax Be Renewed?

- The tax can run up to **5 years**
- Prior to the expiration, if the local governments want to renew, it requires:
 - Passage of a **local Act** calling for the reimposition of the tax
 - A **new referendum** to approve the tax by the voters



How are Funds From the New Sales Tax Used?

- Funds must be used exclusively for **property tax relief**
- Each taxpayer's property tax bill shall state the amount by which property tax has been reduced because of the imposition of this tax.
- The roll-back rate shall be reduced annually by the millage equivalent of the net proceeds of this new tax received by the political subdivision during the prior taxable year.
- If any political subdivision is not in compliance with the use of the proceeds from this tax, then the State Revenue Commissioner shall not certify the tax digest of that political subdivision until it comes into compliance.



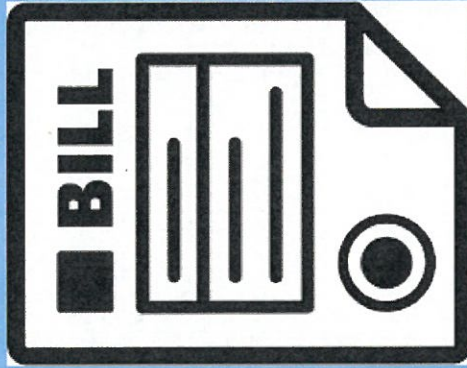
Financial Impact for Augusta

Potential Impact of Additional Sales Tax

	2025	2025
Ad Valorem Taxes	\$ 52,098,090	\$ 28,348,090
LOST	47,500,000	47,500,000
Additional 0.5% FLOST		23,750,000
Total	<u>\$ 99,600,115</u>	<u>\$ 99,600,115</u>



HB 581 Procedural Property Tax Changes



- Created an “estimated roll-back rate” which is certified to the tax commissioner/collector by the local governments.
- The estimated roll-back rate is required to be included on the assessment notice, replacing the previous year’s millage rate.
- Designed to attempt to allow local government to give more accurate estimate of what tax liability will be.

HB 581 Procedural Property Tax Changes

- This gives local governments broad flexibility to set this rate wherever they deem appropriate
 - This does not need to be the same millage rate as the rollback rate for taxpayer bill of rights
- If the adopted millage rate exceeds the estimated roll-back rate, then a disclaimer is included on the tax bill stating the name of the governing authority that exceeded the estimated roll-back rate and that this will result in an increase of taxes owed.

HB 581 Procedural Property Tax Changes

- Removed the provision that the sale price is the maximum allowable fair market value in the next taxable year.
- This provision caused the Department of Audits and Accounts (DOAA) to change their sales ratio study methodology when it was originally passed in 2010, so this change will improve the sales ratio study and prevent penalties on local governments and their taxpayers.
- This legislation also allows the Board of Assessors to appeal the sales ratio study directly instead of requiring a local government to appeal on their behalf.



HB 581

Procedural Property Tax Changes

- Modifying the three-year lock for appeals so the taxpayer only receives the lock if they receive a value reduction upon appeal.
- Updating the settlement conference statute so that if neither the taxpayer nor their representative participates in good faith, then the taxpayer shall not receive the benefit of the temporary 15 percent reduction in taxes owed and shall not be awarded attorney's fees.
- Requiring that the chief appraiser ensure that every parcel in the county be appraised at least every three years.



Policy Considerations

- The floating homestead exemption benefits homeowners, especially those that reside in the community for a long period of time after this legislation takes effect.
- **Taxes do not disappear – they only shift:** the taxes are shifting from homestead properties to all other property types (commercial, agricultural, industrial, residential non-homestead).



Policy Considerations

- Since the floating homestead exemption slows the growth in value for residential homestead properties, it will create some upward pressure on the millage rate.
- The effects of a floating homestead increase over time, so this will have a smaller impact in the early years and a larger impact in the later years.
- Each local government (counties, cities, and schools) may independently decide whether to opt out.



Policy Considerations

- Even if we decide to opt out, nothing precludes our local delegation from passing a local Act putting a local floating homestead to referendum in Augusta.
- If we decide to opt out, it may be best practice to explain this decision to the public and the local delegation.
- Imposing the FLOST would require a referendum, as would renewing it in 5 years.



Questions for the Governing Body

- Does Augusta want to opt in or opt out of the floating homestead exemption?
- If we opt in, do we want to pursue the Flexible Local Option Sales Tax (FLOST) to replace property taxes?
 - Would require a referendum



Path Forward

- On agenda for January 7 Commission meeting
 - If you choose to opt in, no further action is needed
 - If you choose to opt out, we will schedule the three required public hearings



Questions?





Commission Meeting

January 7, 2025

Board and Authority Member Eligibility

Department:	N/A
Presenter:	N/A
Caption:	Discuss Board and Authority member eligibility. (Requested by Commissioner Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Wayne Guilfoyle
Sent: Tuesday, December 17, 2024 3:55 PM
To: Lena Bonner
Subject: Discussion for Board and Authority

Mrs. Bonner, can you add on the next Committee Agenda?

Discuss Board and Authority member eligibility.

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

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