LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom

July 19, 2022
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **CONSIDERATION OF MINUTES**

1. Board of Commissioners - Work Session - Jun 7, 2022 4:00 PM
2. Board of Commissioners - Special Called Work Session - Jun 14, 2022 1:30 PM
3. Board of Commissioners - Work Session II - Jun 28, 2022 2:00 PM
4. Board of Commissioners - Regular Meeting - Jun 28, 2022 2:15 PM
5. Board of Commissioners - Special Called Work Session - Jun 28, 2022 2:30 PM

- **RESOLUTIONS**

6. 2022 - 35 - Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko exp 10.19.2025
7. 2022 - 36 - Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

- **CONTRACTS/AGREEMENTS**

8. 2022-040 - Legacy Link SFY 2022 Addendum #2 *(Senior Center Manager Linda Kirkpatrick)*
9. 2022-041 - Legacy Link SFY 2023 Local Share Match & Commitment Letter *(Senior Center Manager Linda Kirkpatrick)*
10. 2022-042 - GDOT 5311 FY2023 Transit Grant Award *(Public Works Director Larry Reiter)*
11. 2022-043 - Quality Tire Scrap Tire Recycling Service Agreement *(Public Works Director Larry Reiter)*
12. 2022-044 - Discuss Mark Robinson Request for Transfer Station Fee Increase *(Public Works Director Larry Reiter)*
13. 2022-045 - Georgia Power Company Lighting Replacement Proposal *(Public Works Director Larry Reiter)*
14. 2022-046 - SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*
15. 2022-047 - Mobile Communications Service Agreement *(E-911 Director Carlton Chester)*
16. 2022-048 - Consideration of Amendments to the 2022 Health Insurance Plans *(Community & Employee Services Director Alicia Davis)*
17. 2022-049 - Local Option Sales Tax Joint Agreement

- **OTHER ITEMS**

18. GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project *(Public Works Director Larry Reiter)* ***Ratify***
19. Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project *(Development Authority Director Rebecca Mincey)*
20. Gymnasium/Outdoor Pool/Pickleball Courts *(County Manager Alan Ours)*

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom

June 7, 2022
4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:00 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

PRESENTATIONS

1. Ninth District Headstart Presentation

Ninth District Headstart Presentation

2. 2023 Budget Presentation *(Finance Director Abby Branan)*

2023 Budget Presentation

Chairman Dockery made comments about the effects of inflation and the rising cost of goods.

3. 2021 Audit Presentation *(Mauldin & Jenkins)*

2021 Audit Presentation

PROCLAMATIONS

4. Proclamation for Yahoola Outdoors

Proclamation for Yahoola Outdoors

MINUTES

5. Board of Commissioners - Work Session - May 3, 2022 4:00 PM
6. Board of Commissioners - Special Called Meeting - May 3, 2022 5:30 PM

7. Board of Commissioners - Work Session II - May 17, 2022 5:30 PM
8. Board of Commissioners - Regular Meeting - May 17, 2022 6:00 PM

RESOLUTIONS

9. 2022 - 28 - Appoint Member to LC Board of Tax Assessors - Archie Bowling Seat 2, unexpired term ending 6/30/2024

Appoint Member to LC Board of Tax Assessors - Archie Bowling to Seat 2, of an unexpired term ending 6/30/2024.

10. 2022 - 30 - Appoint Member to Dahlonega-Lumpkin County Chamber & Visitors Bureau Tourism Committee - Debra Stipe

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Appoint Member to Lumpkin County Veterans Affairs Committee - Bill Poole to Seat 2, of an unexpired term ending 04/14/2025.

12. 2022 - 32 - Request to Amend Purchasing Policy *(Finance Director Abby Branan)*

Request to Amend Purchasing Policy. Consider revision of Purchasing, Purchasing Card, and Fleet Card Policy.

13. 2022 - 33 - June Surplus Property *(Finance Director Abby Branan)*

June Surplus Property. Consideration of list of County inventory items to be declared surplus.

14. 2022 - 34 - Request to Update Civil Service Policy *(Community & Employee Services Director Alicia Davis)*

Request to Update Civil Service Policy. Consideration of adding the job title of Prevention Division Chief/Fire Marshal to the Civil Service Plan for Emergency Services.

CONTRACTS/AGREEMENTS

15. 2022-026 - Consideration of Renewal of State Properties Commission Lease - Technical College System of GA *(Special Projects Director Ashley Peck)*

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16. 2022-027 - Medical Director - EMS - Jack Freeman *(Emergency Services Director David Wimpy)*

Medical Director - EMS - Jack Freeman. This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller Freeman, Jr., M.D. hereinafter called Medical Director.

17. 2022-028 - Consideration of Q-Public Hosting Software Contract Renewal *(Chief Tax Assessor Danny Ziemer)*

Consideration of Q-Public Hosting Software Contract Renewal.

18. 2022-029 - iWorQ Permitting and Licensing Contract *(Planning Director Bruce Georgia)*

iWorQ Permitting and Licensing Contract. Request for approval to move contract from GeoPermits to iWorQ Permitting and Licensing software.

19. 2022-030 - Magistrate Court Assessment Engagement Letter *(Finance Director Abby Branan)*

Magistrate Court Assessment Engagement Letter

20. 2022-031 - ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*

ACCG-IRMA Property & Liability Insurance Renewal. ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance renewal.

21. 2022-032 - Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance Director Abby Branan)*

Enotah Public Defender Indigent Defense Contract - Four Counties

22. 2022-033 - Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*

Enotah Public Defender Indigent Defense Contract - City

23. 2022-034 - Atlanta Gas Light Contract: Natural Gas Line for Health Department *(Special Projects Director Ashley Peck)*

Atlanta Gas Light Contract: Natural Gas Line for Health Department. Contract with Atlanta Gas Light to install a natural gas line for the Lumpkin County Health Department.

Chairman Dockery said this would help preserve the Health Department's vaccines in the event of a power failure.

24. 2022-035 - Stryker ProCare Maintenance Agreement *(EMA Director David Wimpy)*

Stryker ProCare Maintenance Agreement. This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

25. 2022-036 - Flock Safety Falcon Cameras Contract *(Sheriff Stacy Jarrard)*

Flock Safety Falcon Cameras Contract. Agreement and contract with Flock Group Inc for two Falcon Cameras.

Sheriff Jarrard said this request will be funded with the money from the LCSO gun show sales. These cameras will be placed in areas with higher rates of crime to assist in solving thefts and things like that. He explained the cameras capture images of vehicles and their license plates when they drive by, which can assist in locating suspects. The cameras can also be moved to different locations. Sheriff Jarrard said the cameras are not used for mailing out traffic citations or anything like that.

Chairman Dockery asked about whether the cameras capture images or videos and how long the records are saved. The Sheriff said it only captures still images with date and time stamps, and it includes information about the color of the vehicle and the license plate. Additionally, the LCSO will be able to collaborate and share data with other counties and municipalities that share the Flock Safety camera system. If a suspect is detected in a different jurisdiction, it will be possible to alert the LCSO. Sheriff Jarrard said other counties with the Flock system have been able to assist the LCSO in finding suspects.

LCSO Deputy Higman was present to explain some of the features of the Falcon cameras in more detail. He said he could search in the camera system for "white Mustang" and it would bring up all of the applicable pictures. It saves the data for 30 days and they are able to collaborate with other agencies who use the system. Hall, Gwinnett, Habersham, and Forsyth all use Flock cameras. The University of North Georgia also uses these cameras at some of their entrances, Deputy Higman said. The system also has the capability to send alerts if a suspect is detected so officers can respond quickly.

Chairman Dockery said he is all about privacy. He takes it seriously any time you start using cameras to monitor the population. He asked what mechanisms are in place that would prevent this from being abused? He is concerned with who will have access to the system and what the possibility of abuse is. Sheriff Jarrard said any deputies would be able to log into the system. He said cameras are already commonplace in many public places such as stores, and cellphones can track your location. This will enable deputies to respond very quickly if a suspect vehicle travels through.

Commissioner Mayfield asked if the LCSO will be able to save/download pictures from the cameras for use in court cases. The Sheriff said yes, and that it will be very useful in solving cases. He said they are not looking to surveil anyone who isn't doing something wrong. There is an audit trail in the system that documents everyone who logs in and why they are logging in. Deputy Higman also said moving the cameras to a new location requires assistance from the company, so the LCSO could not just pick them up and move them every day.

The Sheriff said this will cover about two years of the camera service. After the two-year period, he could ask to include it as a budget item if the program performs well.

26. 2022-037 - Inmate Food Services Contract - Agape Food Service *(Sheriff Stacy Jarrard)*

Inmate Food Services Contract - Agape Food Service. Renewal of the contract for inmate food service.

OTHER ITEMS

27. City Annexation of Crown Mountain Estates Subdivision Section 2

City Annexation of Crown Mountain Estates Subdivision Section 2

28. Amend 2019 TSPLOST 2022 Work Plan - Redecking Bridges in Yahoola Creek Park Request *(Public Works Director Larry Reiter)*

Amend 2019 TSPLOST 2022 Work Plan - Redecking Bridges in Yahoola Creek Park Request. Request to revise the TSPLOST work plan to include the purchase of materials to redeck the 4 bridges over Yahoola Creek in Yahoola Creek Park.

29. Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request *(Public Works Director Larry Reiter)*

Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request. Request to revise the TSPLOST work plan to include the purchase of 6 radar speed signs to be used to slow speeding drivers.

30. Enotah Judicial Circuit Fiscal Year 2022-2023 Budget *(Finance Director Abby Branan)*

Enotah Judicial Circuit Fiscal Year 2022-2023 Budget

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery said the County sent a letter to the City of Dahlonega to initiate the LOST negotiation process. The initial meeting will be next Friday, 10 AM, at our Administration Building. It will involve himself, Mayor JoAnne Taylor, the City and County Managers, and a City Council member and a Commissioner.

PUBLIC COMMENT (Agenda Specific)

Sheriff Jarrard said we are hosting the annual DARE conference next week, so there will be more law enforcement in town than usual.

ADJOURNMENT

The meeting was adjourned at 4:45 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Executive Conference Room

June 14, 2022
1:30 P.M.

CALL TO ORDER

The meeting was called to order at 1:34 PM by District 3 Commissioner Rhett Stringer

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Absent	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	2:03 PM

FY 2023 Budget Discussion

DFACS - 1:30 pm to 2:00 pm

DFACS Director Mariela Perez was present with Brigette Barker. They are requesting a $4,500 increase for the 2023 budget. Ms. Perez went over the foodstamps program and how it brings in about $8 million per year into the local economy. Lumpkin County DFACS has 46 children in custody, but only 8 of them reside in Lumpkin County foster homes. The rest have to be housed in neighboring counties. Ms. Perez said they hope to recruit new foster homes as well as support the current ones so the Lumpkin County children in DFACS custody can live in their own community. She discussed how helpful many of the local community agencies are in supporting DFACS, including Enotah CASA and Lumpkin County Family Connection. Much of the extra funding they were receiving during COVID is now drying up, and their needs are higher than ever.

Commissioner Mayfield commended them for the high quality of Lumpkin County foster homes. There was discussion on how to ensure foster children would be involved in activities like sports. Ms. Perez said the State will pay up to $400 per year for sports, but anything beyond that would require different funding. Commissioner Greene said he would find out how to get the kids involved with baseball and football in the school system. Ms. Perez said she would speak with the foster children and see if any were interested in playing football or baseball, and she would get back with Commissioner Greene.

Sheriff's Office - 2:00 pm to 3:00 pm

Sheriff Jarrard's main concern was with the need to update the cameras and door security at the Justice Center, as the system is over ten years old. He discussed the bid processes they have done to find a company that can install new cameras and door security. The Sheriff was in favor of using Mobile Communications, as they currently handle the systems at the 911 Center. He showed the Commissioners some recent quotes from the company, ranging from the basic service to more high-end.

There was discussion on the best course of action for purchasing a new security system. Commissioner Stringer said there is funding for it, but the only issue is identifying the best way to move forward. Sheriff Jarrard said this proposal from Mobile Communications is good for fifteen days, and he said it is possible prices could rise again in the near future. The camera system is estimated at around $185,000 and the door system at $135,000.

Library - 3:00 pm to 3:30 pm

Director Leslie Clark was present with Paula Smith and Business Director Jonathan Smith. Ms. Clark thanked the Commissioners for their recent approval of the utilities budget increase, which allowed that item to be removed from the budget increase request. She provided the Commissioners with a handout summarizing the budget request and went over each section. Ms. Clark said they are aiming to increase the open hours of the library (which is currently at 45 hours per week). They would like to increase part-time staff to allow the library to be open two evenings per week, as the current schedule is not always best for families and working individuals. Ms. Clark said they also hope to implement a COLA for staff, as they have some employees with Bachelor's degrees who are working for $29,000 per year. They are hopeful that an increase will help with employee retention.

Ms. Clark said the library is working to create some savings so they can afford certain things on their own, such as materials and the computer replacement program. They also try to obtain grants and donations as much as possible. She explained they are only asking the County to assist with the things they cannot do alone. The overall request has been lowered from about $51,000 to $26,000 since the library is able to handle most of the materials themselves, and the Commissioners already approved the utilities budget increase. The library also has a robust volunteer group that does a lot of fundraising and program assistance. Ms. Clark said the only other request they have is for a guardrail along the back side of the library. Just this past Sunday, a driver turning onto the street from the main highway went down the embankment and struck a pillar on the library. The Commissioners said it would involve both GDOT and the City of Dahlonega, but they would look into possibly obtaining one.

Commissioner Greene departed the meeting at 3:07 PM.

Magistrate Court - 3:30 pm to 4:00 pm

Magistrate Judge Will Maxwell explained the current staffing situation at the Magistrate Court and how the judges rotate being on-call. After Judge Pruitt passed away and then the assistant judge resigned, Judge Beatty has worked overtime to cover the Magistrate office. Judge Maxwell would like to compensate her for the extra hours she worked since she is salaried and not an hourly employee. He came up with $1,500 as a possible lump sum payment for her, but he was cautioned by the County Attorney that you cannot give a supplemental payment and then take it away. They will have to investigate how to compensate her while keeping the County Attorney's advice in mind.

Judge Maxwell said Judge Beatty will be retiring in a couple of years when she turns 70. He also discussed his travel expenses with the Commissioners as well as projected revenues.

Clerk of Court - 4:00 pm to 4:30 pm

Superior Court Clerk Rita Harkins said the Enotah Circuit has brought on another senior judge to assist the current judges, but she has not gotten any extra help. The judges' assistant is now managing four judges instead of three. Ms. Harkins said there has been word of a grant, but the Circuit has not given her any information on how much money it is or how it will be distributed. They are still establishing the criteria for how it can be used.

She is requesting two full-time positions since their workload has increased so much. The criminal court cases have an even larger backlog than the civil side, and criminal cases take precedence. Commissioner Stringer asked if these two positions would be permanent, and Ms. Harkins responded most likely. Her most senior clerk is also leaving in July, which will leave her short-staffed. That clerk has worked for Lumpkin County for 23 years and Ms. Harkins considers her to be her right arm. Her replacement obviously will not be hired at the same wages, so Ms. Harkins suggested the extra budgeted wages could be used to help fund one of the requested positions. She is working on training internally so that they can start to perform some of the retiring clerk's duties.

Commissioner Mayfield commented it certainly seems like she does need some help, and she has requested additional help each budget year without receiving any. Ms. Harkins said the last time she got extra help was when the law changed and the Board of Equalization became her responsibility to manage, which was many years ago. She described the current clerk positions in her office and their responsibilities. Ms. Harkins also expressed her concerns about security in the Justice Center and hopes they will be able to improve the current camera situation.

ADJOURNMENT

The Commissioners gave the County Manager a brief summary of the day's meeting, and then adjourned the meeting at 4:39 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom

June 28, 2022
2:00 P.M.

CALL TO ORDER

The meeting was called to order at 2:00 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Excused	
Jeffrey Moran	District 4 Commissioner	Present	

PROCLAMATIONS

1. Proclamation for Yahoola Outdoors

Proclamation for Yahoola Outdoors

PRESENTATIONS

2. 2021 Audit Presentation *(Mauldin & Jenkins)*

2021 Audit Presentation

CONSIDERATION OF MINUTES

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RESOLUTIONS

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Enotah Public Defender Indigent Defense Contract - Four Counties

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Enotah Public Defender Indigent Defense Contract - City

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23. 2022-036 - Flock Safety Falcon Cameras Contract *(Sheriff Stacy Jarrard)*

Flock Safety Falcon Cameras Contract. Agreement and contract with Flock Group Inc for two Falcon Cameras.

Commissioner Greene said after some more research and conversations with the Sheriff, he supports keeping this item on the agenda and moving forward.

24. 2022-037 - Inmate Food Services Contract - Agape Food Service *(Sheriff Stacy Jarrard)*

Inmate Food Services Contract - Agape Food Service. Renewal of the contract for inmate food service.

25. 2022-038 - MOU Amendment - Board of Regents/UGA & Lumpkin County *(Finance Director Abby Branan)*

MOU Amendment - Board of Regents/UGA & Lumpkin County. MOU Spelling out duties and responsibilities of both parties.

26. 2022-039 - Additional Design Services - Architecture Unlimited *(Special Projects Director Ashley Peck)*

Additional Design Services - Architecture Unlimited. This is for approval of additional design services and funds to Architecture Unlimited for services required for revision/scope change to the Aquatic Center/Pool Project.

Chairman Dockery gave some background on the pool situation and how we have gotten here today. Back when the American Legion had a swimming pool, they provided that service until they had to shut their pool down. Sole Commissioner Ridley then built a recreational pool, not a competition pool, to serve the community. When the Justice Center was built, elected officials decided to put infrastructure in the ground at that location for a new library with the intent to relocate the pool.

The pool at that location was in bad shape, the Chairman said. The County spent thousands annually to keep it going. He thought it would be great to do something beyond just a recreational pool that could serve the needs of the school system, the university, the hospital, and the public. Why not pool together our resources and see if we can do something outstanding? However, the County went down this road for four years. The original aquatic center design was 19 million dollars and we had the proposal of a 9 million dollar gift from the Cottrells. The County was prepared to spend 8 million for a total of 17 million, putting us 2 million short. No one else in the community and none of the community partners were willing to contribute financially to the cost. We then went back to the bond market for the additional 2 million, Chairman Dockery said. Then different groups starting giving input and asking for different things to be added to the pool, such as additional diving boards. When the Covid-19 pandemic hit, followed by inflation and scope creep, the 19 million dollar project had become 27 million dollars.

Chairman Dockery said the pool was only going to last about 25 years. When you look at how much it would cost to maintain it compared to how much it would generate, we calculated we would be half a million dollars in deficit each year. Property taxes would have to be raised in order to sustain the aquatic facility. He said the County wants to do the best we can to provide for as many constituents as possible, but we have to live within our means. We have gathered information for four years, received community input, and visited numerous aquatic centers. At each aquatic center we visited, the officials cautioned us, "Save your money from the summer because it will help cover your costs in winter." Not one of the aquatic centers we visited was breaking even.

Chairman Dockery said the Board of Commissioners is going at it alone. We think we can do something for around 11 million, but we will still have to supplement it annually to make it work. The pool isn't intended to be a revenue generator; it is for quality-of-life. Chairman Dockery said the BOC has received numerous e-mails regarding the aquatic center; some cordial, some less than cordial. The County Manager has been reaching out to several people in the community who are involved in swimming. The Chairman said we want to accommodate everything we can afford for competitive swimming without giving up features that others would enjoy with the pool.

OTHER ITEMS

27. City Annexation of Crown Mountain Estates Subdivision Section 2

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28. Amend 2019 TSPLOST 2022 Work Plan - Redecking Bridges in Yahoola Creek Park Request *(Public Works Director Larry Reiter)*

Amend 2019 TSPLOST 2022 Work Plan - Redecking Bridges in Yahoola Creek Park Request. Request to revise the TSPLOST work plan to include the purchase of materials to redeck the 4 bridges over Yahoola Creek in Yahoola Creek Park.

29. Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request *(Public Works Director Larry Reiter)*

Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request. Request to revise the TSPLOST work plan to include the purchase of 6 radar speed signs to be used to slow speeding drivers.

30. Enotah Judicial Circuit Fiscal Year 2022-2023 Budget *(Finance Director Abby Branan)*

Enotah Judicial Circuit Fiscal Year 2022-2023 Budget

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield said he has met with Commissioner Moran and the County Manager to look over the current proposed plan. We now understand what the requirements are and we intend to satisfy those requirements. We will still have to meet with the architect and discuss the details and pricing. Some things we can afford and some we cannot.

Commissioner Moran said Commissioner Mayfield and the Chairman summarized all of his comments. We are trying our best to accommodate the competitive swimming.

PUBLIC COMMENT (Agenda Specific)

Terri Blazek said when her daughter was nine months old, a little boy drowned in Lumpkin County. She ensured that her daughter learned how to swim after that so she could keep herself safe. Ms. Blazek said they drive her to Cumming every week for swimming lessons. She said pool safety and swimming lessons are the most important goals. Chairman Dockery agreed that pool safety is very important. One of the biggest costs associated with a large aquatic center would be the amount of lifeguards needed to keep everyone safe.

Gary Hulsey spoke about the proposed traffic cameras contract with Flock Safety. He outlined several of his concerns with the surveillance. Someone might use the data for bribes or abusive purposes, or someone could be framed wrongfully. Flock Safety could share our data with an unauthorized entity. What would the company do if the Federal Government asked for data on a citizen? He said it could be used to target political opponents. Mr. Hulsey said worst of all, it could end up on some Federal Government server somewhere and they'll send a SWAT team to your house.

Jason Shott said he has a strong background in competitive swimming. He praised the benefits of having swimming lessons, a swim team, and things such as physical therapy or water aerobics. He encouraged the Commissioners to go look at Francis Meadows Aquatic Center as an example of what might fit best for our community. Mr. Shott said a lot of aquatic centers are still busy in the winter months, so it would be a huge asset year-round.

Nancy Cole said almost all cities have pools and water parks. She said kids need to be able to learn to swim safely. She said the proposed plan will not be big enough, as it does not have enough lanes. Ms. Cole also made some comments about the lazy river.

Tom Kuipers said he appreciated the BOC trying to be fiscally responsible. He said he moved here a couple of years ago from metro Atlanta, and one of the big draws for them was the proposed aquatic center. An aquatic center would bring in a lot of tourism and new residents, he observed. Mr. Kuipers said he was struck by the fact that the Board of Commissioners is having to undergo this project alone. He said the Commissioners should get some help from all of these supportive citizens who are interested in the pool. He said if it is needed, they could talk to the university, the school system, or the city.

Joan Sauders said she is a retired educator and used to teach water aerobics at the college. She urged the Commissioners to think about all of the different age groups that would benefit from this pool. Children need swimming lessons and seniors need exercise and physical therapy. Ms. Sauders said there are some things she does not mind to pay more taxes for, and this is one of them. She said her children moved to Forsyth County because Lumpkin County lacks the amenities they wanted for their own children. Ms. Sauders said we can make it work and do what needs to be done, we just have to have the drive and determination. There will never be enough money to get things done, she said. It will bring jobs and it will be an investment in our kids and seniors. Ms. Sauders said the seniors do a lot of things to help the community, and there are people in this community that would teach swimming lessons for free. She said there is a lot of support for this aquatic center and surely the County can obtain some grants to help pay for it.

Leah Smith emphasized that the pool will need to be an 8-lane, 25-yard pool in order for it to work for competitions. She suggested enclosing the pool in a bubble so it could be used year-round, which would be cheaper than a full indoor pool. She elaborated on the features of bubble enclosed pools and offered her services to help make this happen. Ms. Smith said we do not need the lazy river feature because we already have rivers in Lumpkin County. She said it isn't ideal for parents to have to drive so far away just to have access to a pool. In order to host competitions and swim meets, we will have to have an 8-lane pool, and we will also need a small pool for therapy. She suggested other features like the water slides could be added later in stages.

Chairman Dockery was supportive of the idea of a bubble structure for enclosing the pool. He said going from 3 lanes to 8 lanes is obviously going to impact the cost. He observed that this is what happened with the design of the first pool; everyone started making suggestions and adding things, and it caused the cost to increase. He said it may be more important to have 8 lanes than a 3-lane pool with a bubble. He suggested the swimming community could think about fundraising for the bubble to be added later.

Chairman Dockery mentioned how one of the things they looked at before was a "sprung building" for possibly enclosing the pool. School Superintendent Rob Brown did not support such a structure due to their appearance and concerns over air quality. The Chairman said he would be interested in visiting bubble-enclosed pools to examine the air quality and see how they work. When they visited different aquatic centers, he noticed the one in Greenville had terrible air quality and everything in the building was rusty. He does not want to create a maintenance nightmare.

Mike Miller circled back to some of Gary Hulsey's comments regarding the traffic cameras. He clarified that he is a firm supporter of the Sheriff, but he is worried about the cameras infringing on people's freedoms. A lot of larger counties and cities have a higher level of surveillance, and Mr. Miller said he does not want to see that happen here in Lumpkin County. He is concerned that the data will be kept longer than 30 days or that it may be used to frame an innocent citizen. The LCSO does a great job already; this is not something our community needs.

Kim Shyle stated she has a blind-deaf daughter who especially benefits from swimming lessons. As a disabled child, it is important for her to know what to do if she ever ends up in an emergency in the water. There aren't a lot of sports she can participate in, and swim team has been a wonderful way for her to participate and feel included.

Jacqueline Daniel came to represent Connectability. She spoke about the importance of accessibility so that all children can be included. The all-abilities playground at Yahoola Park has been a great success, as well as the City's accessible playground in Hancock Park. Ms. Daniel stated she knows of four families who moved here because of the opportunities available for their disabled children. It is a selling point to encourage people to come here. She encouraged everyone to keep in mind a vision for the future of how we want the pool to look in ten or fifteen years. Features can be added to the pool in phases. Ms. Daniel said the community has outgrown the space at the Park & Rec Community Center, so more space is needed in general. She also brought up that the accessibility of bubble structures will need to be investigated.

Janine Brown questioned how the community could keep informed of the building process for the pool, and who they should contact with their concerns. Chairman Dockery said it would be best if the swim team community picked a spokesperson to be the main liaison, and that person could communicate with County Manager Alan Ours. That way there will not be confusion and conflicting information. The Chairman said people need to understand that the Commissioners have to be good stewards of the taxpayer dollars, and that what is good for competitive swimming may not be ideal for the rest of the community.

Jake Gray said he recently moved to Lumpkin County, and he urged the Commissioners to prioritize kids and seniors. He supported having a 25-yard, 8-lane pool with handicap access, and he stated he believes the County will be able to do it. As for the Flock Safety cameras, he said he supports the idea and does not believe any innocent people will be tagged for something they didn't do.

Amanda Edmondson spoke about her experience in planning and recreation. She is aware that this process involves a lot of work. As far as quality-of-life, it is well-established that parks and other recreational activities are highly valued and bring in a lot of economic development. It speaks to the quality of the community that we have here. She thanked the BOC for being fiscally sound and said she does not want to see a millage increase. User fees can be implemented and hosting swim events can bring in money. She also suggested there might be some grants we could get.

Allison Alhadeff reiterated that accessibility is important and said things like water slides and lazy rivers can wait, as they aren't as important as making a pool that can be used for competitive swimming. We can especially wait on those features if they are not good revenue generators, she added.

Chairman Dockery stepped out of the meeting briefly from 3:17 pm to 3:20 pm.

Sheriff Jarrard spoke about the Falcon traffic cameras. He said this system has already been at the university for several months and it has been very beneficial for preventing and solving crimes. Technology has come a long way since he began his career in law enforcement. Sheriff Jarrard discussed how they have been able to solve some cases by receiving assistance from nearby counties that use Flock Safety. He explained it is his duty to use whatever means he can to help our citizens, and he would never do anything to put the citizens in harm's way. He also noted that people are being monitored almost everywhere they go, whether they are using a cell phone or at the grocery store.

ADJOURNMENT

The meeting was adjourned at 3:28 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom

June 28, 2022
2:15 P.M.

CALL TO ORDER

The meeting was called to order at 3:47 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Excused	
Jeffrey Moran	District 4 Commissioner	Present	

INVOCATION

Commissioner Greene gave the invocation, which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: *A motion was made by Commissioner Greene to approve the agenda. The motion was seconded by Bobby Mayfield. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)

PROCLAMATIONS

1. Proclamation for Yahoola Outdoors

Proclamation for Yahoola Outdoors

Motion: *A motion was made by District 1 Commissioner Greene to approve the proclamation. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

PRESENTATIONS

2. 2021 Audit Presentation *(Mauldin & Jenkins)*

2021 Audit Presentation

Motion: *A motion was made by District 4 Commissioner Moran to approve the audit as presented. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

CONSIDERATION OF MINUTES

Motion: *A motion was made by District 4 Commissioner Moran to approve the minutes by acclamation. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

3. Board of Commissioners - Work Session - May 3, 2022 4:00 PM
4. Board of Commissioners - Special Called Meeting - May 3, 2022 5:30 PM
5. Board of Commissioners - Work Session II - May 17, 2022 5:30 PM
6. Board of Commissioners - Regular Meeting - May 17, 2022 6:00 PM

RESOLUTIONS

7. 2022 - 28 - Appoint Member to LC Board of Tax Assessors - Archie Bowling Seat 2, unexpired term ending 6/30/2024

Appoint Member to LC Board of Tax Assessors - Archie Bowling to Seat 2, of an unexpired term ending 6/30/2024.

Motion: *A motion was made by Chairman Dockery to appoint Archie Bowling to seat 2 with an unexpired term ending 6/30/2024. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

8. 2022 - 30 - Appoint Member to Dahlonega-Lumpkin County Chamber & Visitors Bureau Tourism Committee - Debra Stipe

Appoint Member to Dahlonega-Lumpkin County Chamber & Visitors Bureau Tourism Committee - Debra Stipe

Motion: *A motion was made by Chairman Dockery to appoint Debra Stipe. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

9. 2022 - 31 - Appoint Member to Lumpkin County Veterans Affairs Committee - Bill Poole to Seat 2, ending 4.14.2025

Appoint Member to Lumpkin County Veterans Affairs Committee - Bill Poole to Seat 2, of an unexpired term ending 04/14/2025.

Motion: *A motion was made by Chairman Dockery to appoint Bill Poole to Seat 2 with a term expiring 4/14/2025. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

10. 2022 - 32 - Request to Amend Purchasing Policy *(Finance Director Abby Branan)*

Request to Amend Purchasing Policy. Consider revision of Purchasing, Purchasing Card, and Fleet Card Policy.

Motion: *A motion was made by District 1 Commissioner Greene to approve Request to Amend Purchasing Policy. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

11. 2022 - 33 - June Surplus Property *(Finance Director Abby Branan)*

June Surplus Property. Consideration of list of County inventory items to be declared surplus.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve June Surplus Property. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

12. 2022 - 34 - Request to Update Civil Service Policy *(Community & Employee Services Director Alicia Davis)*

Request to Update Civil Service Policy. Consideration of adding the job title of Prevention Division Chief/Fire Marshal to the Civil Service Plan for Emergency Services.

Motion: *A motion was made by Chairman Dockery to approve Request to Update Civil Service Policy. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

REPORTS

Department reports can be viewed on the Commissioners web page at www.lumpkincounty.gov

Elected Officials

CONTRACTS/AGREEMENTS

13. 2022-026 - Consideration of Renewal of State Properties Commission Lease - Technical College System of GA *(Special Projects Director Ashley Peck)*

Consideration of Renewal of State Properties Commission Lease - Technical College System of GA

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Consideration of Renewal of State Properties Commission Lease - Technical College System of GA. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

14. 2022-027 - Medical Director - EMS - Jack Freeman *(Emergency Services Director David Wimpy)*

Medical Director - EMS - Jack Freeman. This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller Freeman, Jr., M.D. hereinafter called Medical Director.

Motion: *A motion was made by District 4 Commissioner Moran to approve Medical Director - EMS - Jack Freeman. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

15. 2022-028 - Consideration of Q-Public Hosting Software Contract Renewal *(Chief Tax Assessor Danny Ziemer)*

Consideration of Q-Public Hosting Software Contract Renewal.

Motion: *A motion was made by District 1 Commissioner Greene to approve Consideration of Q-Public Hosting Software Contract Renewal. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

16. 2022-029 - iWorQ Permitting and Licensing Contract *(Planning Director Bruce Georgia)*

iWorQ Permitting and Licensing Contract. Request for approval to move contract from GeoPermits to iWorQ Permitting and Licensing software.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve iWorQ Permitting and Licensing Contract. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

17. 2022-030 - Magistrate Court Assessment Engagement Letter *(Finance Director Abby Branan)*

Magistrate Court Assessment Engagement Letter

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Magistrate Court Assessment Engagement Letter. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

18. 2022-031 - ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*

ACCG-IRMA Property & Liability Insurance Renewal. ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance renewal.

Motion: *A motion was made by District 4 Commissioner Moran to approve course of action A, which is to approve the renewal as-is. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

19. 2022-032 - Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance Director Abby Branan)*

Enotah Public Defender Indigent Defense Contract - Four Counties

Motion: *A motion was made by District 1 Commissioner Greene to approve Enotah Public Defender Indigent Defense Contract - Four Counties. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

20. 2022-033 - Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*

Enotah Public Defender Indigent Defense Contract - City

Motion: *A motion was made by District 4 Commissioner Moran to approve Enotah Public Defender Indigent Defense Contract - City. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

21. 2022-034 - Atlanta Gas Light Contract: Natural Gas Line for Health Department *(Special Projects Director Ashley Peck)*

Atlanta Gas Light Contract: Natural Gas Line for Health Department. Contract with Atlanta Gas Light to install a natural gas line for the Lumpkin County Health Department.

Motion: *A motion was made by Chairman Dockery to approve Atlanta Gas Light Contract: Natural Gas Line for Health Department. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

22. 2022-035 - Stryker ProCare Maintenance Agreement *(EMA Director David Wimpy)*

Stryker ProCare Maintenance Agreement. This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

Motion: *A motion was made by District 4 Commissioner Moran to approve Stryker ProCare Maintenance Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

23. 2022-036 - Flock Safety Falcon Cameras Contract *(Sheriff Stacy Jarrard)*

Flock Safety Falcon Cameras Contract. Agreement and contract with Flock Group Inc for two Falcon Cameras.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Flock Safety Falcon Cameras Contract. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

24. 2022-037 - Inmate Food Services Contract - Agape Food Service *(Sheriff Stacy Jarrard)*

Inmate Food Services Contract - Agape Food Service. Renewal of the contract for inmate food service.

Motion: *A motion was made by District 4 Commissioner Moran to approve Inmate Food Services Contract - Agape Food Service. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

25. 2022-038 - MOU Amendment - Board of Regents/UGA & Lumpkin County *(Finance Director Abby Branan)*

MOU Amendment - Board of Regents/UGA & Lumpkin County. MOU Spelling out duties and responsibilities of both parties.

Motion: *A motion was made by District 1 Commissioner Greene to approve MOU Amendment - Board of Regents/UGA & Lumpkin County. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

26. 2022-039 - Additional Design Services - Architecture Unlimited *(Special Projects Director Ashley Peck)*

Additional Design Services - Architecture Unlimited. This is for approval of additional design services and funds to Architecture Unlimited for services required for revision/scope change to the Aquatic Center/Pool Project.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Additional Design Services - Architecture Unlimited. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

OTHER ITEMS

27. City Annexation of Crown Mountain Estates Subdivision Section 2

City Annexation of Crown Mountain Estates Subdivision Section 2

The County Attorney advised the Commissioners that it was unnecessary to vote on this item.

28. Amend 2019 TSPLOST 2022 Work Plan - Redecking Bridges in Yahoola Creek Park Request *(Public Works Director Larry Reiter)*

Amend 2019 TSPLOST 2022 Work Plan - Redecking Bridges in Yahoola Creek Park Request. Request to revise the TSPLOST work plan to include the purchase of materials to redeck the 4 bridges over Yahoola Creek in Yahoola Creek Park.

Motion: *A motion was made by District 4 Commissioner Moran to approve course of action A, which is to approve the $32,000 increase in bridge budget to redeck all four bridges. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

29. Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request *(Public Works Director Larry Reiter)*

Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request. Request to revise the TSPLOST work plan to include the purchase of 6 radar speed signs to be used to slow speeding drivers.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve course of action A, which is to approve an increase in the sign budget to purchase six signs. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

30. Enotah Judicial Circuit Fiscal Year 2022-2023 Budget *(Finance Director Abby Branan)*

Enotah Judicial Circuit Fiscal Year 2022-2023 Budget

Motion: *A motion was made by District 4 Commissioner Moran to approve Enotah Judicial Circuit Fiscal Year 2022-2023 Budget. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield said he is 100% behind the pool project. The public gave us great ideas, so let's get the ball rolling.

Chairman Dockery said Commissioner Stringer sends his regards, but he is unable to be here because of the birth of his new baby.

PUBLIC COMMENTS

ADJOURNMENT

Motion: *A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Greene. The motion was approved and carried, and the meeting ended at 4:22 PM.*

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Executive Conference Room

June 28, 2022
2:30 P.M.

CALL TO ORDER

The meeting was called to order at 4:30 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Excused	
Jeffrey Moran	District 4 Commissioner	Present	

DISCUSS 2023 BUDGET

Coroner Mark Cox disseminated a paper copy of a PowerPoint that listed the surrounding counties' coroner data. The Coroner said his request is just for a realistic pay amount for next year. They are being hit hard with overdoses and transports to the crime lab. He is just trying to get competitive pay for himself and the deputy coroners. The handout shows the pay and call volume of the surrounding counties and Coroner Cox explained how each county was different. He said he hasn't had any complaints about how the coroner's office has been run. If they have heard any issues, please let him know so he can address them. He just wants realistic pay for the job compared to the work load. Coroner Cox said they attempted to pass a bill in congress that addresses the pay but that got tabled until next time. He said Lumpkin County was mentioned multiple times during the creation of the bill because of the issues here in the county and how it has been a concern for many years. There are only two coroners out of the six surrounding counties that are not affiliated with a funeral home, here and Fannin County. He said they had a record number of cases last year and he does not see himself running at the next election if the pay is not addressed.

Chairman Dockery asked for comments and Commissioner Mayfield asked what number he would consider appropriate. Coroner Cox responded after he looked at two different ways of figuring it, he does not recommend looking at it by calls. A set amount per call is difficult because the time that is spent on a case varies from case to case. He thinks a set salaried amount for the coroner of $30,000 - $35,000 is a good ballpark figure and half of that for the deputy coroners. Coroner Cox said the two ways they look at figuring the salaries in surrounding counties is either by calls or by population. Currently they are already 11 deaths ahead this year, from this time last year. Chairman Dockery ran some numbers of the surrounding areas and he said the average he is coming up with is $23,518.00. He did not figure in Hall County, because he does not think they are on the same level as us. Chairman Dockery asked is it either paid by salary, paid by call, or could it be both? He said we would need to check on this to make sure it could only be paid one way. He knows he can trust the current coroner not to try and double dip, but he will not be the coroner forever. They need to make sure that whoever took the position in the future couldn't change it and get paid twice. Chairman Dockery agrees there needs to be some parity in this. He asked the coroner to let the BOC look at the budget as a whole, which is what they are going to do as soon as he leaves. Let them see where they are at in the big scheme of things, but he thinks it is a need and they need to take a step in the that direction to meet that need.

Chairman Dockery stated the guidance the BOC gave the County Manager was to prepare a budget providing the same services there are now. He has prepared a budget that reflects that. The BOC met with some of the elected officials to see what their requests are, and that brings us to where we are now. The Chairman asked what guidance the County Manager needed tonight and what the next step will be. Mr. Ours said we prepared a budget including everything the Board wanted and continuing the same service we have now. He reviewed the additional amount included for fuel, the inmate medical increase that was just approved, the COLA in July of 3%, and the merit of 4% in January. There are $10.2 million in property taxes currently being anticipated. That would leave $1.9 million needed to balance the budget. If they chose to take the $1.9 million from fund balance that is needed to balance the budget it would dwindle it to $6.5 million. There are three main areas in the budget being personnel, operating, and capital. Personnel is the largest expense, then operating, and then capital. There has been very little capital included in the budget. Mr. Ours said there are buildings that need some improvements, and he wished we had more capital because there is no money to fix those issues. He said they need to decide if they are going to increase taxes to cover the $1.9 million needed or start reducing the level of services or remove the COLA or merits.

Chairman Dockery deferred to the Board if there was anything that was not included in the budget that needs to be from the budget meetings with the elected officials. They said there was not. Chairman Dockery said if you take Hall County out of the equation the coroner has a legitimate request for additional salary. He really thinks we have a good coroner, he provides a good service, and he thinks there needs to be some adjustment to the coroner salary. Chairman Dockery believes to keep pace, it averages out to $23,518. He is not in support of a millage increase. They need to take a hard look at services and see if there are areas, they need to cut. He feels they are right on the verge of real growth and they will be able to grow into it. The next step they need to do is take it by department and tweak it. The Chairman thinks they have to take the roll up and take the inflationary growth.

Commissioner Mayfield suggested going through the budget line by line and see where they can deduct to reduce the $1.9 million. Chairman Dockery asked if we have County vehicles being excessively driven around? He was adamant the COLA and Merit has to stay. Commissioner Mayfield said he agrees with the Chairman, that is a must have. Commissioner Moran was in agreement with the Chairman and said there are some creative ways to reduce the budget. They will not be able to find all of the $1.9 million, but the Chairman said they will find some. They need to use as little as possible of fund balance to balance the budget at the end of the year. Through attritions and limited movement of vehicles and savings in departments they can find some savings. Mr. Ours agreed there may be some things they can start doing now that may help decrease the budget for next year. The commissioners all agreed they have to take the rollup and include the COLA and merit. They think that the growth is coming and that is going to help, we just have to get by a little bit longer. There was discussion of what date to hold the special called meeting to review the budget line by line. Staff will prepare some ideas and information to present to them at a Special Called Work Session on July 16 at 9:00 a.m.

ADJOURNMENT

Date	Chris Dockery, Chairman Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Lumpkin County, Georgia

Board of Commissioners Department

Date:	July 19, 2022
Agenda Item:	Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko exp 10.19.2025
Item Description:	Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko with a term expiring 10.19.2025

99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742
https://www.lumpkincounty.gov/

Lumpkin County Resolution No. 2022 - 35

A Resolution to Appoint a Member to the Region 1
Department of Behavioral Health & Developmental Disabilities
Advisory Council

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Region #1 Department of Behavioral Health & Developmental Disabilities Advisory Council;

Now therefore, it is hereby resolved that **Daniel Bosanko** is appointed to the Region 1 Department of Behavioral Health & Developmental Disabilities Advisory Council for a term beginning July 19, 2022 and ending October 19, 2025;

Resolved, adopted and effective this 19th day of July, 2022.

____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: July 19, 2022

Agenda Item: Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

Item Description: Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

LUMPKIN COUNTY RESOLUTION NO. 2022-36

A RESOLUTION AUTHORIZING THE STAFF AND PROFESSIONALS TO PROCEED WITH THE ISSUANCE OF REVENUE BONDS; AND FOR OTHER PURPOSES.

WHEREAS, the Lumpkin County Board of Commissioners (the "Board of Commissioners"), the body charged with managing the affairs of Lumpkin County, Georgia (the "County"), has determined that it is in the County's best interest for the Lumpkin County Public Building Authority (the "Authority") to issue its revenue bonds (the "Bonds") in order to finance certain recreation facilities (the "Project"); and

WHEREAS, the Board of Commissioners desires to authorize (a) its staff members (the "Staff") and Stifel, Nicolaus & Company, Incorporated ("Stifel"), in its capacity as underwriter or placement agent pursuant to the Underwriter/Placement Agent Engagement dated June 15, 2020, to develop a plan of finance for the issuance of the Bonds (the "Plan of Finance") and (b) the Staff, Stifel, Murray Barnes Finister LLP ("MBF") and the Authority's and the County's Counsel, Horne & Edelberg, P.C. ("H&E"), to carry out the Plan of Finance and proceed with the issuance of the Bonds; and

WHEREAS, the Board of Commissioners also desires to formally request that the Authority issue the Bonds for the benefit of the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, and it is HEREBY RESOLVED, as follows:

Authorization to Proceed. The Staff, Stifel, MBF and H&E are hereby authorized, empowered and directed to do all such acts and things as may be necessary or desirable in connection with the issuance of the Bonds for the purpose of financing the Project.

Request to Issue. The County hereby formally requests that the Authority issue the Bonds for the benefit of the County with the understanding that the Bonds will be secured by an intergovernmental contract between the County and the Authority.

Authorization to Execute Necessary Documents. The Chairman of the Board of Commissioners is hereby authorized and empowered to execute all such documents (the "Documents") as may be necessary or desirable in connection with the issuance of the Bonds. In the event that the Chairman is unable or unwilling to execute the Documents, the Documents shall be executed by the Vice-Chairman of the Board of Commissioners.

Actions Ratified, Approved and Confirmed. All acts and doings of the officers, employees and agents of the County which are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds are in all respects ratified, approved and confirmed.

Repealing Clause. All resolutions or parts thereof in conflict with the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.

Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 19th day of July, 2022.

____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Senior Center Department

Date:	July 19, 2022
Agenda Item:	Legacy Link SFY 2022 Addendum #2
Item Description:	Legacy Link Addendum #2. This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.
Facts & Historical Information:	Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older American Act enacted in 1965, state grants and local sources. The appropriations to the Center come through eight (8) different fund sources. Legacy Link, Inc. is the Area Agency on Aging that manages federal and state funding allocations for the region that includes Lumpkin County. This 2nd revision to Lumpkin County's allocation includes an increase for Center operation and home-delivered meal cost. This increase is a result of the Tax Check-Off option available on state tax return forms from the previous tax year. The total amount of the increase is $664.00 There is no cash match requirement.
Potential Courses Of Action:	A. Submit an approved, signed Addendum #2 Contract. B. Do not submit an approved, signed Addendum #2 Contract.
Comparison:	If Course A is chosen, Lumpkin County will receive the increased allocation of $664.00. If Course B is chosen, Lumpkin County risks losing the allocation increase of $664.00.
Budget Impact:	The increase in the allocation will have a positive impact on the budget. The increased allocation means that the burden to the general fund will be reduced by $664.00.
Staff Recommendation:	**It is recommended that the approved, signed Addendum #2 Contract be submitted to Legacy Link, Inc.**

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https://www.lumpkincounty.gov/

Attachments:
Legacy Link Addendum #2

ADDENDUM NO. 2
TO
AGREEMENT

BETWEEN THE LEGACY LINK, INC., AND LUMPKIN COUNTY BOARD OF COMMISSIONERS FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2021.

Said agreement is amended to read as follows.

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total 30,789 units of home-delivered nutrition services to 125 elderly persons

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Ninety Thousand Ninety Four Dollars ($90,094.00).

(c) The Legacy agrees to provide federal and state funds for home-delivered meals in the amount of Seventy Thousand Two Hundred Eighty Three Dollars ($70,283.00).

6. Non-Federal Funds.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 30,789 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Fifty Three Thousand Seven Hundred Ninety Seven Dollars ($53,797) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being One Hundred

Forty Four Thousand Nine Hundred Seventy Dollars ($144,970.00).

All other terms and conditions of this agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By:______________________________

Chief Executive Officer

Subscribed and sworn to
in our presence:

____
Notary Public

CONTRACTOR:
LUMPKIN COUNTY BOARD OF COMMISSIONERS

By:______________________________
Chairman

Subscribed and sworn to
in our presence:

____
Notary Public

Lumpkin County, Georgia

Senior Center Department

Date: July 19, 2022

Agenda Item: Legacy Link SFY 2023 Local Share Match & Commitment Letter

Item Description: Legacy Link SFY 2023 Local Share Match & Commitment Letter. Local Share Match and Commitment Letter for the state fiscal year 2023 (July 1, 2022 – June 30, 2023) Each year the Lumpkin County Board of Commissioners is requested to submit an approved Local Share Match Commitment Letter and to pay its local share match. This year the match is $12,450.00.

Facts & Historical Information: Legacy Link administers federal and state monies from the Georgia Division of Aging Services for the Lumpkin County Senior Center Nutrition Program to include center management, congregate meals, home-delivered meals and transportation. Legacy Link administers federal and state funds for senior centers to 12 of 13 counties in the region.

In addition to the funds provided to senior centers, Legacy Link provides the following additional services to all 13 counties in the region (including Lumpkin County):

- Information, telephone screening and counseling through its Gateway Office for various services for families seeking assistance for seniors and persons with disabilities.
- Long-term care Ombudsman staff visit all personal care and nursing homes in the area.
- Georgia Cares staff and volunteers provide counseling and assist with Medicare, other insurance, fraud and scam issues.
- Legacy Link subcontracts with agencies for Elderly Legal Services and homemaker and personal care services to benefit frail older individuals in the area and help them remain in their homes and avoid premature nursing home placement.
- RN's and social workers provide assessments and care management for non-Medicaid and Medicaid-funded health programs to help older adults with chronic health conditions remain in their own homes and communities and avoid premature nursing home placement.
- Kinship Care Program – Support for Grandparents raising grandchildren.
- Senior Community Service and Employment Program which assists low income persons age 55+ in need of employment and training.
- Retired Senior & Volunteer Program which enrolls senior volunteers throughout the area who provide service in their community.

Match monies from all local government entities in the region are necessary for Legacy Link to continue to subcontract and provide the above-described services. Each government entity's local share contribution is critical for Legacy Link to access federal and state monies for continuation of services that help families in each county.

Potential Courses Of Action:	A. Submit an approved and signed commitment letter and submit the local share match payment of $12,450.00 to Legacy Link, Inc.
	B. Do not submit an approved and signed commitment letter and do not submit the local share match payment of $12,450.00 to Legacy Link, Inc.
Comparison:	If Course A is chosen, the above referenced services will continue to be provided to elderly residents of Lumpkin County for the period July 1, 2022 through June 30, 2023.
	If Course B is chosen, Lumpkin County is at risk for losing some or all of the above referenced services to elderly residents of Lumpkin County at the end of the current funding cycle (June 30, 2022).
Budget Impact:	$11,450.00 was included in the 2021 approved budget. This is an increase of $1,000 over last year. The difference from the budgeted amount can easily be rolled over from another line item in the budget. The local share match along with known increases is routinely included each year in the Senior Center budget.
Staff Recommendation:	**It is recommended that Course A be chosen and the approved and signed commitment letter and local share match payment be submitted to Legacy Link, Inc. The above referenced services are valuable to elderly residents of Lumpkin County who otherwise may not be able to access such services.**

Attachments:
Legacy Link Committment Letter FY2023

LEGACY LINK
Area Agency on Aging

LOCAL SHARE COMMITMENT LETTER

FY-2023

The FY-2023 local share requested by The Legacy Link, Inc. from each county is $12,450.00. This is the same amount as requested for FY-2022. These funds will be used by the Area Agency on Aging (AAA) as match to draw down the federal and state monies for administration, coordination, information & referral, employment & training of older workers, volunteer program and other services. These funds will also help to continue the Wellness Programs, Kinship Care Program, and Medicare Prescription assistance in all counties.

The Lumpkin County Commission hereby approves the services to be offered for older citizens, family members and individuals with disabilities in Lumpkin County in FY-2023 and agrees to pay the necessary local share monies in the amount of $12,450.00. to secure federal and state monies and continue services as noted above.

APPROVED:________________________________

Lumpkin County Commission Chairman

DATE:____________________________________

Please return to: Melissa Armstrong, C.E.O./AAA Director
The Legacy Link, Inc.
P.O. Box 1480
Oakwood, Georgia 30566

LEGACY LINK
Area Agency on Aging

June 16, 2022

Honorable Chris Dockery, Chairman
Lumpkin County Commission
99 Courthouse Hill, Suite H
Dahlonega, GA 30522

Dear Chairman Dockery,

Legacy Link will once again provide state and federal funds to Lumpkin County for Services at your senior center including Meals on Wheels, congregate meals, transportation, center management, etc. in the fiscal year beginning July 1, 2022. We plan to provide $171,947.00 to Lumpkin County for these services. Due to federal COVID 19 legislation additional federal funds will be allocated for your county.

Legacy provides the following services in all 13 counties: Information, telephone screening and counseling for families seeking assistance for seniors and persons with disabilities. Georgia SHIP staff and volunteers provide counseling and assist with Medicare, other insurance, fraud, and scam issues. We subcontract with a personal care service agency for homemaker and personal care to help frail older persons remain in their homes and also subcontract for legal services for older individuals in the region.

Legacy Link's RN's and social workers will continue to provide care management in all 13 counties for non-Medicaid and Medicaid-funded health programs to help nursing home eligible persons of all ages with chronic health conditions remain in their homes and communities. The RN's and case managers work with over 1,000 persons and their families to arrange for in-home and community health services to avoid premature nursing home placement.

Legacy staff will also continue to work with families and nursing home staff and assist residents in moving out of nursing homes and back into the community when feasible.

Additionally, we provide funding for services to help caregivers of persons with Alzheimer's disease and other dementias. We will continue funding various services designed to help families caring for someone with Alzheimer's in part-time day programs in Forsyth, White, Dawson, and Union Counties. We have a Caregiver Specialist on staff to work with families in all counties who have caregiver issues.

The Legacy Kinship Care Program (Grandparents Raising Grandchildren) continues to help relatives and the children in their care. Our Wellness program for seniors has been

4080 Mundy Mill Road • P.O. Box 1480 • Oakwood, Georgia 30566
770-538-2650 • Fax 770-538-2660

highly successful in the region and the Retired Senior and Volunteer Program (RSVP) has about 350 volunteers aged 50+ who volunteer in their communities.

The Legacy Senior Community Service Employment Program assists low-income persons aged 55+ needing employment and training. We pay minimum wage for part-time training on the job. The Trainees are helping their communities by training in your schools, courthouse libraries, day care, senior centers, parks and recreation, etc. while learning workplace skills to gain an unsubsidized job.

In order that we may continue to draw down federal and state funds for programs and services as described, we must have local match monies. Local match monies from each county government is necessary for us to continue sub-contracting and providing services including administration, information and referral, screening for services and volunteer programs in all counties. We utilize in-kind match as much as possible but need cash for match to continue our services in the region.

Our local share match request of each government for the fiscal year July 1, 2022 to June 30, 2023 is $12,450.00 this year. Each government's local share contribution is critical to draw down monies for continuation of services that help families in your county. This amount may be paid in one payment, monthly, quarterly, or semi-annually as in past years. We just need to know how much you wish to contribute.

The "Commitment" page for your signature signifying approval of the request is enclosed with this letter. Please sign and return to me in order that we may continue services offered in your county in the new fiscal year. If you have any questions about services operated of funded by Legacy Link in your county, please do not hesitate to call me.

We are most appreciative of your continuing support of Legacy Link over the years and your commitment to our partnership with you to benefit seniors and persons with disabilities in your county.

Sincerely,

Melissa Armstrong

Melissa Armstrong, MSW
CEO/ AAA Director

Enclosure

Lumpkin County, Georgia

Public Works Department

Date: July 19, 2022

Agenda Item: GDOT 5311 FY2023 Transit Grant Award

Item Description: GDOT 5311 FY2023 Transit Grant Award. Consideration of GDOT 5311 contract for Lumpkin County Transit for FFY 2023 (July 1, 2022 – June 30, 2023) On November 1, 2021 Lumpkin County Board of Commissioners made application to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program for FFY2023. This application has been approved and accepted by GDOT and requires a vote by the Lumpkin County Board of Commissioners to accept or decline the contract.

Facts & Historical Information: Lumpkin County's Transit Program was created in 1993. Lumpkin County Transit has historically provided over 5,000 one-way passenger trips annually to the citizens of Lumpkin County per year. Transportation is provided for medical appointments, shopping, personal errands, employment, and school.

Requested budget for FFY 2023:

Budget Request Summary:

	Total	Federal	State	Local Match
Operating Budget Total	$198,946	$99,473		$99,473

Potential Courses Of Action:

A. Vote to accept contract

B. Vote to decline contract

Comparison: If Course A is chosen the funding will be secured to continue to operate the transportation for the period July 1, 2022 through June 30, 2023.

If Course B is chosen, the funding will not be secured and the operation of the transportation program will be suspended at the end of the current funding cycle (June 30, 2022).

Staff Recommendation: **It is recommended that Course A be chosen – The transportation program is valuable to many citizens of Lumpkin County who otherwise would have no viable means of affordable transportation.**

Attachments:
T007245-LUMPKIN COUNTY-FY23-5311-NOIA

Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

May 25, 2022

Chris Dockery, Chairman
Lumpkin County Board of Commissioners
1647 Red Oak Flats Rd.
Dahlonega, Ga 30533

RE: Notice of Intent to Award
Project No. T007245 - FY 2023-LUMPKIN COUNTY-SEC.5311-CAPITAL AND OPERATIONS

Dear Chairman Dockery,

We are pleased to inform you of the Department's intent to award **LUMPKIN COUNTY BOARD OF COMMISSIONERS** funding for FY 2023 under FTA's Section 5311 program as shown below. The Department will provide federal and state funding, if applicable. As subrecipient, **LUMPKIN COUNTY BOARD OF COMMISSIONERS** is responsible for providing all local match.

Funding Type	Federal	State	Local	Total Funding
Operating Assistance	$99,473.00	$0.00	$99,473.00	**$198,946.00**
Capital – Vehicles	$0.00	$0.00	$0.00	**$0.00**
Small Capital	$0.00	$0.00	$0.00	**$0.00**
Mobility Management/Planning	$0.00	$0.00	$0.00	**$0.00**
TOTAL	**$99,473.00**	**$0.00**	**$99,473.00**	**$198,946.00**

This year, the Department anticipates executing 5311 and 5339 contracts prior to July 1, 2022. In the event that your contract is executed after this date, subrecipients have pre-award authority to begin to incur project costs beginning July 1, 2022. Please advise your governing board and key staff that contracts will begin routing electronically for review and signature in May 2022. Project costs will be eligible for reimbursement upon receipt of the fully executed contract. Subrecipients must implement FTA-funded projects in accordance with the award application, FTA's current Master Agreement, and all applicable laws and regulations to maintain eligibility.

If you requested vehicles for FY 2023, you will receive an invoice for the applicable 10% local match, which will be due to the Department by **MAY 15, 2022** in order to process contracts in a timely manner.

If you have questions relating to your project, please contact your designated Project Manager or Cheryl Roney, Transit Grants and Contracts Manager, at 404-535-0073 or ChRoney@dot.ga.gov.

We look forward to continuing our partnership in support of public transportation in Georgia.

Sincerely,

Patricia Smith

Patricia Smith,
Transit Program Manager

PS:MS

Attachment: T007245-LUMPKIN COUNTY-FY23-5311-NOIA (2022-042 : GDOT 5311 FY2023 Transit Grant Award)

Lumpkin County, Georgia

Public Works Department

Date: July 19, 2022

Agenda Item: Quality Tire Scrap Tire Recycling Service Agreement

Item Description: Quality Tire Scrap Tire Recycling Service Agreement. Consideration of Service Agreement for the disposal of scrap tires generated annually through Lumpkin County Fleet Department. This agreement guarantees the cost of disposal rate at $170.00 per ton weight for the next 12 months after acceptance of agreement.

Facts & Historical Information: Lumpkin Count Fleet Department provides service to all divisions of Lumpkin County Government. This produces approximately 600 Scrap tires annually that LCBOC is required by law of the State of Georgia to dispose of through a State approved tire recycler. Quality Tire Recycling Inc. is the closest approved location that provides this service. This same agreement will also allow LCBOC to receive grant funding for the "Scrap Tire Roundup Program" when implemented.

Potential Courses Of Action:
A: Choose to accept agreement
B: Choose not to accept agreement

Comparison: If Course A is chosen Fleet operations will continue to provide tire service for all County vehicles and the "Scrap Tire Roundup" will continue as normal.

If Course B is chosen, the Fleet department must cease all in-house tire service. Tire service, repair and replacement would have to be sub-contracted out to a vendor resulting in increased cost and downtime on County vehicles.

Budget Impact: This agreement will have no budgetary effect as this is a re-occurring funded line-item expense of the Fleet Department Budget of $2000.00.

Staff Recommendation: **It is recommended that Course A be chosen.**

Attachments:
TIRE RECYCLING AGREEMENT

99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742
https://www.lumpkincounty.gov/

Quality Tire Recycling

Contractor: Quality Tire Recycling, LLC
465 Mallet Street
P.O. Box 941
Jackson, GA 30233
Phone: 770.775.3304

GATE / DISPOSAL AGREEMENT

Customer Status: ☐ New Customer ☐ Existing-New Agreement ■ Existing-Agreement Renewal ■ Price Change ☐ Service Change

Contract Customer / Invoice to: Lumpkin County BOC   Customer Account number: 23618

Customer Name: **Lumpkin County**   FEIN No.: ______
Address: 194 Courthouse Hill Annex A
City and State: Dahlonega, GA   Zip Code: 30533
County: Lumpkin   Fax Number: ______
Phone Number: 706-867-7291   E-Mail Address: ______
Check One: Proprietor ☐ Partnership ☐ Corp ☐ State of Incorporation: ______
Name of Principal: **Chris Dockery**   Title: **Chairman**

Service: Recycling, reuse and/or disposal of Customer's used tires ("Used Tires") at the Used tire facility of Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") in ______________ ("Contractor's Facility").

Effective Date of Service: 7/1/2022   **Term:** 12 months   **Estimated Volume:** ______   Select one: ☐ tons per month ☐ tons per year

Delivery and Acceptance Obligations: During the Term of this Agreement, Customer shall deliver to Contractor's Facility all Used Tires collected by Customer within the Service Area (defined below), and Customer hereby grants Contractor the exclusive right to recycle, reuse and/or dispose of all Used Tires collected by Customer within such Service Area. The term "Service Area" shall mean that certain area contained within a 150 mile radius of Contractor's Facility. During the Term of this Agreement, Contractor shall accept for recycling, reuse and/or disposal at Contractor's Facility, all Used Tires delivered to Contractor's Facility by Customer in accordance with the terms of this Agreement.

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

	Piece rate	Bulk rate
Passenger and Light Truck Tires:	$ ______ per tire	$ one price per ton
Large Truck Tires:	$ ______ per tire	$ one price per ton
Mixed Loads:		$ 170.00 per ton
Rim Removal Fee	$ extra per tire	
Other: ______	$ ______ per tire	
Off-the-Road Tires:	$ ______ per tire	$ extra per ton
Contaminated Tires	$ ______ per tire	$ extra per ton

Environmental Fees: $ 5.00

Billing Terms:
☐ COD ■ Credit

Special Conditions: (Customer to initial below)

1. We do not accept solid tires, tracks or tubes with valve stems.
2. Farm tires over 5'x2' and otr's are billed at a higher price.
3. ______

Customer Signature: ______________ Date: ______
(Authorized Representative)

Print Customer Name and Title: ______________

Contractor Signature: ______________ Date: ______
(Authorized Representative)

Print Contractor Name and Title: Doug Bernhardt - GM

GENERAL CONDITIONS OF USED TIRE RECYCLING/DISPOSAL AGREEMENT

Contractor hereby warrants to Customer that all Used Tires delivered by Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. **Term.** The initial term of this Agreement shall be twelve (12) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial twelve (12) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the Service Area, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, the average of its past monthly charges multiplied by the number of months remaining in the Term.

2. **Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the processing, recycling, resale, and/or disposal of Used Tires within the Service Area (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. **Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. Customer shall pay Contractor for each load upon delivery unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. **Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the recycling and/or disposal of Customer's Used Tires.

5. **Used Tires.** **Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation.** Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. All Used Tires exceeding 54 inches in height or 16 inches in width ("Off-the-Road Tires") must be derimmed and delivered by separate loads which are not commingled with other tires. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or any waste other than Used Tires (collectively "Unacceptable Waste"). If Unacceptable Waste is contained within any load delivered by Customer, Contractor may, at its election, (i) reject the entire load, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

6. **Title.** Title to the Used Tires shall pass to Contractor upon either (i) the Used Tires being fully unloaded at the working face of Contractor's Facility and Customer's vehicle having departed such working face or (ii) payment of Contractor's Service Fees and other charges due for such Used Tires. Prior thereto, title to the Used Tires shall be in, and all risks and responsibilities therefore shall be bome by, Customer. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with Customer.

7. **Laws, Rules and Regulations.** Customer agrees to comply, and to instruct all of its employees, drivers, contractors and agents ("Customer's Representatives") to comply, with all rules and regulations established by Contractor for the operation of Contractor's Facility ("Facility Rules"), and with all applicable governmental laws and regulations.

Customer initials ________
Date ________

8. **Insurance.** At all times during the Term of this Agreement, Customer shall carry and maintain (i) workman's compensation insurance which meets the

Attachment: TIRE RECYCLING AGREEMENT (2022-043 : Quality Tire Scrap Tire Recycling Service Agreement) requirements of the State in which Contractor's Facility is located, and (ii) automobile liability insurance and general liability insurance, each with combined single limit for property damage and bodily injury (including death) in amounts standard and customary in the industry. Such insurance policies shall be issued by reputable insurance companies licensed to do business in the State in which Contactor's Facility is located. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

9. **Right to Compete.** Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used tire recycling and/or disposal services or the resale of used tires upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

10. **Default and Remedies.** In the event either party shall breach this Agreement and fail to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth herein and all rights and remedies available at law or in equity.

11. **Force Majeure.** Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

12. **Notice.** Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

13. **Waiver.** The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

14. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

15. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court in the State of Georgia.

16. **General Provisions.** This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact. statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile, pdf or electronic signature binds the same as an original.

Customer initials ________

Date ________

Lumpkin County, Georgia

Public Works Department

Date: July 19, 2022

Agenda Item: Discuss Mark Robinson Request for Transfer Station Fee Increase

Item Description: Discuss Mark Robinson Request for Transfer Station Fee Increase. Request to increase the per ton fee for the transfer station from $50 per ton to $55 per ton.

Facts & Historical Information: The Lumpkin County Landfill began closure procedures in 1997 and in June of 2003 the County received its closure certificate. In 1999, the landfill site was converted to a transfer station. The transfer station was leased by contract to Mark Robinson Hauling, LLC in 2004 and has continued to be operated by him since. In December of 2019 the per ton fee was increased from $48.50 to $50. On June 13th Mr. Robinson sent an email stating that due to the significant increase if fuel prices and to stay competitive with transfer stations in our area, the price per ton will need to be raised to $55 per ton. The per bag price will remain the same. (See attached email)

Potential Courses Of Action:

A) Approve an increase in per ton rate to $55.00 per ton
B) Do Not approve the increase

Budget Impact: It is the recommendation of staff that the contract revised to allow the per ton price to be increased to $55 per ton. All other rates should remain the same.

Staff Recommendation: **It is the recommendation of staff that the contract revised to allow the per ton price to be increased to $55 per ton. All other rates should remain the same.**

Attachments:
email from Mark Robinson
Transfer Station Contract 2022 Amendment 1

Larry Reiter

From: Saundra Robinson <markrobinson@windstream.net>
Sent: Monday, June 13, 2022 9:51 AM
To: Larry Reiter
Subject: Lumpkin County Transfer Station

Larry,

Effective July 1, we are forced to adjust our per ton rate to $55.00 per ton due to the significant increase in fuel prices and to stay comparible with surrounding transfer stations in our area. The bag prices will stay the same. If you have any questions, please give me a call.

Mark Robinson

Sent from my iPhone

AMENDMENT NO. 1
TO
CONTRACT FOR
THE OPERATION AND MANAGEMENT
OF THE SOLID WASTE TRANSFER STATION
AND THE COUNTY'S RECYCLING PROGRAM

This amendment is made and entered into as of July 19, 2022, between the governing authority of **Lumpkin County**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Mark Robinson Hauling, L.L.C.**, of Lumpkin County, Georgia, hereinafter referred to as "Contractor".

Whereas, the parties entered into a Contract for the Operation and Management of the Lumpkin County Solid Waste Transfer Station and the County's Recycling Program with an effective date of December 1, 2021 ('Contract'); and

Whereas, in consideration of the significant increase in fuel prices, the parties hereby agree to amend the Contract as follows:

The price per ton shall be $55.00 per ton effective ____________, 2022.

All other terms of the Contract shall remain in full force and effect.

Lumpkin County:

By:

____
Chris Dockery, Chairman

Attest:

____
Melissa Z. Witcher, County Clerk

Contractor:

Mark Robinson Hauling, L.L.C.
By:

____
Mark C. Robinson, Member

Lumpkin County, Georgia

Public Works Department

Date: July 19, 2022

Agenda Item: Georgia Power Company Lighting Replacement Proposal

Item Description: Georgia Power Company Lighting Replacement Proposal. Lighting Proposal with Georgia Power for the replacement of 34 street lights on county owned property.

Facts & Historical Information: Last month, a Georgia Power representative asked staff if the County would be interested in replacing all of the old GP outdoor lighting fixtures with new high efficiency LED fixtures. On June 20th, staff received a proposal for the replacement of a total of 34 fixtures at 9 different locations.

Locations	Fixtures
Animal Shelter	1
Mental Health Bld.	1
Park and Rec/Senior Center	16
Kelley Building	1
Elections Bld	2
Old Jail/ Cannery	2
Admin Bld	2
Annex Bld	8
Transfer Station	1
Total	34

This replacement project will have no up-front cost and will reduce the county's monthly bill by $7.50.

Potential Courses Of Action:

A. Approve the proposal
B. Do not approve the proposal

Budget Impact: This project will have an overall savings to the county of $7.50 per month.

Staff Recommendation: **Staff recommends that the BOC approve the Georgia Power Company. (COA #A).**

Attachments:
Proposal - 6-20-22
Illumination Agreement - Lumpkin Landfill
Illumination Agreement - Courthouse
Illumination Agreement - Dumpster at Courthouse
Illumination Agreement - Extention Office
Illumination Agreement - library
Illumination Agreement - Old Library
Illumination Agreement - Park and Rec Parking lot lights
Illumination Agreement - Public Building
Illumination Contract - Animal Shelter

426 Spring St
Gainesville, GA 30501

Georgia Powe

June 20, 2022

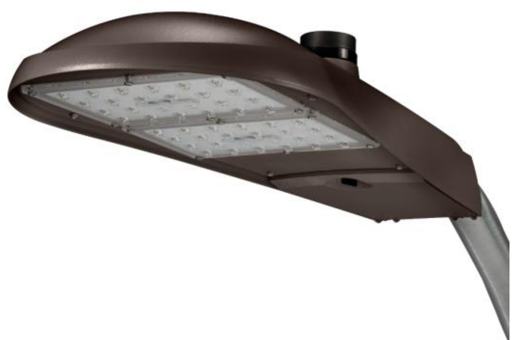
Lumpkin County Board of Commissioners

Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal**.**

Georgia Power Company proposes the following:

- Remove existing HID fixtures
- Install New LED Fixtures
- All lights will be controlled by a dusk to dawn photocell.

The new monthly fee for this lighting system will be **$1,169.00 and no upfront construction or installation fee.** The current monthly fee for outdoor lighting of **$1176.50** will be removed from the account. These costs are before taxes.



There is a minimum 1-month agreement period for the lighting. At the end of the initial 1-month period the lighting contract moves to a month-to-month agreement with no change in pricing.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (30) days from the above date. Thank you for the opportunity to serve your lighting needs.

Sincerely,

Ben Jones
404-764-9823 (cell)

Lighting Services Agreement

Georgia Power

Customer Legal Name LUMPKIN CO COMM DBA
Service Address 490 BARLOW RD DAHLONEGA GA 30533 County Lumpkin - GA
Mailing Address 99 COURTHOUSE HILL SUITE A DAHLONEGA GA 30533
Email Tel # 706-864-6338 Alt Tel #
Tax ID# 0857 Business Description Government

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

Selected Components

Action	Qty	Wattage	Type	Description
INS	1	120	LED	Flood (pole-mounted)

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$26.98	$4.02	$31.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.
Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Benjamin Jones
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-mo basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retain the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Char in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additiona equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants tha has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installati

   A. Customer Work. If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failu to provide GPC timely notice of any schedule change.

   B. Underground Facility/Obstruction Not Subject to Dig Law. Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§2 9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. Unforeseen Condition. The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, undergrou obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburs all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provi notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any ut facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notif GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Asset or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, o avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installati services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any paymer for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's addres for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assig in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "**include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement

Georgia Power

Customer Legal Name LUMPKIN CO COMM DBA

Service Address 194 COURTHOUSE HL DAHLONEGA GA 30533 County Lumpkin - GA

Mailing Address 194 COURTHOUSE HL DAHLONEGA GA 30533

Email Tel # 706-864-3742 Alt Tel #

Tax ID# 0857 Business Description Government

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☑ No ☐ If Yes, which Account Number? 47765-63005

Selected Components				
Action	**Qty**	**Wattage**	**Type**	**Description**
INS	7	180	LED	Area

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$195.44	$42.56	$238.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Benjamin Jones
Print Title:	**Print Title:** Account Exec
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Attachment: Illumination Agreement - Courthouse (2022-045 : Georgia Power Company Lighting Replacement Proposal)

Lighting Services Agreement

Georgia Power

Customer Legal Name LUMPKIN CO COMM DBA

Service Address 99 COURTHOUSE HL DAHLONEGA GA 30533 County Lumpkin - GA

Mailing Address 99 COURTHOUSE HL DAHLONEGA GA 30533

Email Tel # 706-864-3742 Alt Tel #

Tax ID# 0857 Business Description Governmental

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☑ No ☐ If Yes, which Account Number? 47345-63005

Selected Components

Action	Qty	Wattage	Type	Description
INS	1	50	LED	Area

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$14.32	$1.68	$16.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Benjamin Jones
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or use of GPC Assets.

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6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installati

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   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, undergrou obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburs all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

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10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installatio services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

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14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any paymer for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assig in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "**include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement

Georgia Power

Customer Legal Name LUMPKIN CO COMM DBA
Service Address 61 Enota St DAHLONEGA GA 30533 County Lumpkin - GA
Mailing Address 99 COURTHOUSE HILL DAHLONEGA GA 30533
Email Tel # 706-864-3742 Alt Tel #
Tax ID# 0857 Business Description Government

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

Selected Components				
Action	**Qty**	**Wattage**	**Type**	**Description**
INS	2	50	LED	Area

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$30.64	$3.36	$34.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.
Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Benjamin Jones
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

Attachment: Illumination Agreement - Extention Office (2022-045 : Georgia Power Company Lighting Replacement Proposal)

TERMS and CONDITIONS *(Lighting – Governmental Service)*

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Lighting Services Agreement

Georgia Power

Customer Legal Name LUMPKIN CO COMM LIBRARY DBA

Service Address 56 SHORT ST DAHLONEGA GA 30533 County Lumpkin - GA

Mailing Address 99 COURTHOUSE HL STE D DAHLONEGA GA 30533

Email Tel # 706-482-2570 Alt Tel #

Tax ID# 1274 Business Description Government

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☑ No ☐ If Yes, which Account Number? 49445-63011

Selected Components				
Action	**Qty**	**Wattage**	**Type**	**Description**
INS	2	90	LED	Area

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$34.00	$6.00	$40.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Benjamin Jones
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

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Lighting Services Agreement

Georgia Power

Customer Legal Name LUMPKIN COUNTY BOARD OF COMM DBA

Service Address 342 COURTHOUSE HL DAHLONEGA GA 30533 County Lumpkin - GA

Mailing Address 342 COURTHOUSE HL DAHLONEGA GA 30533

Email Tel # 706-265-5657 Alt Tel #

Tax ID# 0857 Business Description Government

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☑ No ☐ If Yes, which Account Number? 47975-63014

Selected Components				
Action	**Qty**	**Wattage**	**Type**	**Description**
INS	1	50	LED	Area

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$14.32	$1.68	$16.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Benjamin Jones
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or use of GPC Assets.

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3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by t Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Char in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

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Lighting Services Agreement

Georgia Power

Customer Legal Name LUMPKIN CO COMM DBA

Service Address 266 MECHANICSVILLE RD DAHLONEGA GA 30533 County Lumpkin - GA

Mailing Address 99 COURTHOUSE HILL SUITE A DAHLONEGA GA 30533

Email Tel # 706-864-3742 Alt Tel #

Tax ID# 0857 Business Description Government

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☑ No ☐ If Yes, which Account Number? 16125-61002

Selected Components

Action	Qty	Wattage	Type	Description
INS	16	210	LED	Area

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$606.08	$113.92	$720.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Benjamin Jones
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

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Lighting Services Agreement

Georgia Power

Customer Legal Name LUMPKIN CO COMM DBA

Service Address 160 JOHNSON ST DAHLONEGA GA 30533 County Lumpkin - GA

Mailing Address 99 COURTHOUSE HILL STE A DAHLONEGA GA 30533

Email Tel # 706-864-3742 Alt Tel #

Tax ID# 0857 Business Description Government

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☑ No ☐ If Yes, which Account Number? 03320-84009

Selected Components

Action	Qty	Wattage	Type	Description
INS	1	250	LED	Flood (pole-mounted)

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$48.58	$8.42	$57.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Benjamin Jones
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-mo basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retain the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Char in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additiona equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants tha has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installati

   A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failu to provide GPC timely notice of any schedule change.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§2 9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, undergrou obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburs all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provi notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any ut facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notif GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Asset or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, o avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installati services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any paymer for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's addres for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assig in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "**include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement

Georgia Power

Customer Legal Name LUMPKIN COUNTY BOARD OF COMM DBA
Service Address 1363 RED OAK FLATS RD DAHLONEGA GA 30533 County Lumpkin - GA
Mailing Address 194 COURTHOUSE HL ANNEX A DAHLONEGA GA 30533
Email Tel # 706-482-2550 Alt Tel #
Tax ID# 0857 Business Description Government

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☑ No ☐ If Yes, which Account Number? 04718-36138

Selected Components

Action	Qty	Wattage	Type	Description
INS	1	70	LED	Area

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$14.64	$2.36	$17.00

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Benjamin Jones
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

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14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any paymer for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assig in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "**include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lumpkin County, Georgia

Finance Department

Date: July 19, 2022

Agenda Item: SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement)

Item Description: SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement). Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement).

Facts & Historical Information: The State Road and Tollway Authority has requested a new Memorandum of Understanding (MOU) in accordance with their policies and procedures. This MOU covers the assignment and use of the toll system through Peach Passes. The Lumpkin County Sheriff's Department maintains their request to use the Peach Passes when transporting inmates to other facilities that require them to pass through areas with a Peach Pass/Express Lane. The use of these passes is free to qualifying government entities and Lumpkin County has been approved for the use of the Peach Passes with no charge. The use of these passes will allow for expedient transportation of inmates to their assigned location which will reduce the amount of time an employee is performing this task.

Potential Courses Of Action:
A. Approve the MOU
B. Do not approve the MOU

Budget Impact: There are no fees associated with the use of the Peach Pass system.

Staff Recommendation: **Course of Action A to approve the MOU.**

Attachments:
SRTA Toll Exemption MOU for Emergency Services (for Law Enforcement) (003)

LAW ENFORCEMENT MEMORANDUM OF UNDERSTANDING BETWEEN STATE ROAD AND TOLLWAY AUTHORITY AND

Lumpkin County Board of Commissioners and Lumpkin County Sheriff's Office

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective as of July 19, 2022 ("Effective Date"), is made by and between the State Road and Tollway Authority, a body corporate and politic and instrumentality of the State of Georgia, whose address is 245 Peachtree Center Avenue, Suite 2200, Atlanta, GA 30303 ("SRTA") and Lumpkin County Board of Commissioners (the "County") and Lumpkin County Sheriff's Office, a law enforcement agency (the "Agency"). SRTA, the County and the Agency may be referred to individually as "Party" or collectively as "Parties."

WHEREAS, pursuant to O.C.G.A. § 32-10-60 et. seq., SRTA is the transportation infrastructure financing arm of the state of Georgia and is authorized to operate toll facilities in Georgia; and

WHEREAS, the Lumpkin County Board of Commissioners (the "County") provides law enforcement services to its community through the Agency; and

WHEREAS, in performing its law enforcement services, the Agency may have a need to utilize one or more toll facilities operated by SRTA (each such toll road may be referred to individually, as "Toll Facility" and collectively, as "Toll Facilities"); and

WHEREAS, pursuant to this MOU, SRTA agrees to allow an Agency employee operating an official, registered Agency vehicle, when on official law enforcement business, to be exempt from toll payment on a Toll Facilities;

WHEREAS, SRTA agrees to allow an Agency employee operating an official Agency vehicle when off duty to be exempt from toll payment on a Toll Facility with occupancy requirements ("HOV Requirements") only if the number of occupants in the Agency vehicle meets the HOV Requirements of that Toll Facility; and

WHEREAS, SRTA and the Agency wish to set forth the details of the Agency's toll-exempt use of the Toll Facilities.

NOW THEREFORE, SRTA and the Agency agree that when not paying a toll, the terms and conditions below govern the Agency's use of the Toll Facilities**.**

I. Emergency Non-Revenue Account.

A. The County shall open an Emergency Non-Revenue Account with SRTA (the "Account"). The County shall complete the Peach Pass application and vehicle information and furnish to SRTA information required by SRTA in order to establish the Account. The County shall furnish this information electronically in Microsoft Excel format using the form attached hereto and incorporated herein as **Exhibit A** or another format as reasonably requested by SRTA. SRTA shall issue Agency a Peach Pass transponder ("Peach Pass") for each vehicle registered under the Account.

B. The County and Agency understands that each Peach Pass issued is assigned to a specific vehicle (each an "Agency Vehicle"); therefore, the County andAgency shall ensure that each Peach Pass provided pursuant to this MOU is properly affixed to the Agency Vehicle to which SRTA assigned such Peach Pass.

C. The Agency, and the Agency's employees using Agency Vehicles, shall comply with the terms and conditions of this MOU and those set forth on **Exhibit B**, attached hereto and incorporated herein. The Agency's failure to comply may result in the Agency being responsible for the unpaid toll and an administrative fee, as that amount is set forth in O.C.G.A. §32-10-64(c)(1), for each unpaid toll (each such instance may be referred to as a "Toll Violation").

CI. The Agency shall only allow employees certified in law enforcement, and not civilians, to utilize Agency Vehicles associated with an Account.

CII. The Agency agrees that only the following uses of an Agency Vehicle will be exempt from toll payment under this MOU:

i. law enforcement officers operating an official Agency vehicle when on official law enforcement business, or

ii. off duty law enforcement officers operating an official Agency Vehicle on a Toll Facility with HOV Requirements only if the number of occupants in the vehicle meets the HOV Requirements of that Toll Facility. The exemption in this subsection ii. is inapplicable to a Toll Facility with no HOV Requirements.

CIII. The Agency shall advise its employees that they may only utilize Toll Facilities toll free while on official business on behalf of the Agency or if HOV Requirements are applicable a Toll Facility. If these requirements are met, then an off duty law enforcement officer may utilize the Toll Facility toll free only if the number of occupants in the Agency Vehicle meets the HOV Requirements of that Toll Facility.

CIV. Certification & Recertification. Annually, and no later than June 30 of each year, the County shall furnish to SRTA a certification properly executed by the County and on the same form attached hereto and incorporated herein as **Exhibit C** (each a "Certification"), certifying compliance with Section E above.

i. Notwithstanding changes made pursuant to Section II (Maintenance of the Information on the Account), for any applications approved prior to January 1, 2018, recertification of this Agreement shall be due no later than June 30, 2018 and thereafter, on or before June 30th of each subsequent year.

ii. Notwithstanding changes made pursuant to Section II (Maintenance of the Information on the Account), where the Agency has had an application approved by SRTA on or after January 1, 2018, such recertification shall not be due until June 30th of each subsequent year.

II. Maintenance of the Information on the Account. Before a vehicle associated with the County's Account uses any Toll Facility, the County must notify SRTA within thirty (30) days of any changes to the information previously provided for vehicles associated with this Account, including vehicular information changes (make/model, license plate information). Failure to update this information may result in a Toll Violation.

III. Term/Termination. The initial term of this MOU shall be from the Effective Date until June 30, 2023 ("Initial Term"). This MOU shall automatically renew upon SRTA's receipt of the Certification for the previous term and Agency's compliance with the terms of this MOU (each such renewal period may be referred to as "Renewal Term"). The County may cancel this MOU at any time upon thirty (30) days written notice. SRTA may cancel this MOU, upon thirty (30) days written notice, if Agency fails to comply with the terms and conditions of this MOU. SRTA may terminate this Agreement, in whole or in part, immediately, without prior notice, if SRTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect SRTA's personnel, facilities or services, or County or Agency fails or refuses to comply with the written policies or reasonable directive of SRTA or breaches any material provisions of this MOU.

IV. Payment of Transponders. During the Initial Term, SRTA shall furnish the Peach Passes at no charge to Agency.

V. Confidentiality. The Parties will comply with SRTA's Privacy and Security Statement, as the same may be amended by SRTA from time to time. A copy of SRTA's most recent Privacy and Security Statement may be found at www.peachpass.com.

VI. Notices/Communication

A. Each Party shall specify a single point of contact ("POC") set forth in this subsection with whom the other Party shall communicate concerning all matters arising under this MOU, excepting those matters that may arise under Section V (Confidentiality) above. Either Party may change the POC upon written notification to the other Party. All notices, approvals, acceptances, requests, permission, waivers or other communications hereunder shall be in writing and transmitted via hand delivery, overnight courier, or mail to the Parties at the respective addresses set forth below. Notices will be deemed to have been given when received. Notices may also be sent by email provided that the recipient acknowledges receipt of the notice. Notwithstanding the above, notices sent by email after 5:00 p.m. (local Atlanta time) and all other notices received after 5:00 p.m. (local Atlanta time) shall be deemed received on the first Business Day following delivery.

POC for SRTA:	POC for the County and Agency:
State Road and Tollway Authority	Abby C. Branan
Fleet Manager	Director of Finance and Purchasing
245 Peachtree Center Avenue, Suite 2200	99 Courthouse Hill, Suite D
Atlanta, Georgia 30303	Dahlonega, GA 30533
Phone: (404) 893-6197	(706) 482-2554
Email: fleetmgmt@srta.ga.gov	Email: abby.branan@lumpkincounty.gov

B. Any matters concerning Section V (Confidentiality) shall be referred to:

For SRTA:	For the County and Agency:
Attn: General Counsel	Horne & Edelberg
245 Peachtree Center Avenue, Suite 2200	215 Morrison Moore Pkwy E
Atlanta, Georgia 30303	Dahlonega, GA 30533

Phone: (404) 893-6138 | (706) 864-7303
Email: mmandus@srta.ga.gov | joy@helawoffice.com

VII. Authority/Signature. The individual signing this MOU on behalf of the County and Agency represents and warrants that (s)he has the actual authority to sign this MOU on behalf of the County and Agency, and to bind the County and Agency to the terms and conditions of this MOU and all Exhibits and attachments hereto.

VIII. Miscellaneous.

A. Recitals. The recitals set forth in the beginning of this MOU are true and correct and are hereby incorporated into this MOU.
B. Counterparts. This MOU may be executed in counterparts.
C. Amendments. The Parties may only amend this MOU in a writing signed by all Parties.
D. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this MOU.
E. Severability. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
F. Risk. Each Party shall conduct its own functions under this MOU in accordance with state law at its sole cost, risk and responsibility.
G. Interpretation. The Parties stipulate that each has negotiated and thoroughly reviewed this MOU. Should any provision of this MOU require judicial interpretation, it is agreed that a Court of competent jurisdiction interpreting or construing it shall not construe the MOU more strictly against any Party because it drafted a particular provision, or the provision was for a Party's benefit, or the Party enjoyed a superior bargaining position.
H. Assignment. This MOU shall not be assigned by any Party to another person or entity whatsoever unless agreed to by the Parties.
I. Governing Law. This MOU is made and entered into in Fulton County, Georgia and shall be governed by the laws of the state of Georgia.
J. Entire Contract; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

The Parties agree to the terms and conditions set forth in this MOU as of the Effective Date.

State Road and Tollway Authority

____
Christopher Tomlinson
Executive Director

County: Lumpkin County Board of Commissioners

____
Name: Chris Dockery
Title: Chairman

Agency: Lumpkin County Sheriff's Office

____
Sheriff Stacy Jarrard

EXHIBIT A
PEACH PASS APPLICATION FOR THE ACCOUNT

PEACH PASS
Keep Moving.

Emergency Non-Revenue

APPLICATION FOR PEACH PASS

State Road and Tollway Authority

State of Georgia

P.O. BOX 2105, ATLANTA, GA 30301-2105
Phone: 1-855-PCH-PASS (724-7277)

Fax: 404-893-6160

(**PLEASE USE BLUE OR BLACK INK**)

DATE: ______________________________

AGENCY NAME: ______________________________

ADDRESS: ______________________________

____

COUNTY: ______________________________

COUNTY TAX ID#: ______________________________

EMAIL: ______________________________

PHONE: ______________________________

******** ALL INFORMATION MUST BE COMPLETED TO OPEN A PEACH PASS ACCOUNT ********

Vehicle Information should be submitted on the spread sheet provided.

Signature:______________________________Date:______/_____/___________

(OFFICE USE ONLY: Number of Cards Issued ______________

Account Number Assigned________________Clerk ID________________Date: ________________

(Revised 04/2018)

EXHIBIT A CONTINUED

PEACH PASS APPLICATION FOR THE ACCOUNT: VEHICLE INFORMATION

PEACH PASS TRANSPONDER REQUEST VEHICLE INFORMATION						
Row #	**License Plate Number**	**Year**	**Make**	**Model**	**Color**	**Vehicle Class (ie # of Axles)**
Example	*GA ABC1234*	*2001*	*Ford*	*Focus*	*Silver*	*2*
1	ADD: GA GV8762Q	2022	Ford	Explorer	White	2
2	REMOVE: GA GV0048F	2017	Ford	Explorer	White	2
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						

EXHIBIT B
ACCOUNT TERMS AND CONDITIONS

1. **Definitions.** The following terms shall have the corresponding definitions when used throughout this MOU:
   1.1. Peach Pass. A Peach Pass is an electronic toll collection device (also known as a transponder) that adheres to a vehicle's windshield (or front bumper for certain vehicles). The Peach Pass is connected to an Account established with SRTA that automatically deducts the proper tolls when used on a Toll Facility.
   1.2. Toll Facility or Toll Facilities. A transportation facility (such as a road, designated lane(s), bridge or tunnel) within the state of Georgia for which travelers pay a specified toll for a particular class of vehicle to travel on, or other venue (such as a parking lot), that accepts the Peach Pass for electronic payment. Toll rates and calculation methods will vary by Toll Facility.
   1.3. Toll Facility Violation. Occurs when a user does not comply with the rules governing the use of a particular Toll Facility. For each Toll Facility Violation, you will be responsible for any applicable unpaid toll and an administrative fee. See www.peachpass.com for more details on Toll Facility Violations and rules governing the use of specific Toll Facilities
   1.4. Toll Violation. Occurs when you do not promptly pay the proper toll for use of a Toll Facility. For each Toll Violation, you and/or the owner of the vehicle will be responsible for the unpaid toll and an administrative fee (see Attachment A of the Peach Pass Customer Agreement available at www.peachpass.com). If you do not pay the unpaid toll and the administrative fee, you/and or the owner of the vehicle will also be liable for a civil penalty pursuant to O.C.G.A. §32-10-64(c)(1) per Toll Violation ("Civil Penalty").

2. **License/Notification of Changes to Vehicle Information.** The terms and conditions of the MOU and this Exhibit govern your use of the Peach Pass on, and your use of, any Toll Facility or other venue in Georgia accepting the Peach Pass for electronic payment. Subject to your compliance with this MOU, SRTA grants you a limited license to use the Peach Pass on Peach Pass-enabled Toll Facilities in the state of Georgia. Before using any Toll Facility, you must notify SRTA of any changes to the information that you previously provided for all vehicles associated with your Account, including changes to your credit/debit card number and expiration date, name or address changes, and vehicular information changes (make/model, license plate information). Failure to update this information may result in a Toll Violation.

3. **Emergency Non-Revenue Account.** A SRTA Customer Account designated for emergency vehicles only. Vehicles on an Emergency Non-Revenue Account that are properly equipped with a Peach Pass transponder will not be subject to tolls, Toll Violations or Toll Facility Violations, as long as such vehicles are operated and used in accordance with this MOU.

4. **Peach Pass.**
   4.1. Installation**.** A Peach Pass may only be used with the vehicle to which it is registered. ***You may not move a Peach Pass from one vehicle to another.*** You must properly mount the Peach Pass to the vehicle to which it is registered. Mounting instructions are included in the package containing the Peach Pass and at www.PeachPass.com. Holding a Peach Pass in your hand or leaving it on the dashboard or in another non-mounted position in the vehicle is prohibited. Under no circumstances may a Peach Pass be used with a vehicle that was not registered to your Account. A vehicle and its unique license plate must be associated with your Account, and no vehicle may be actively listed on more than one Account at any time. Not properly mounting the Peach Pass may cause or prevent your Peach Pass from being read on the Toll Facility, resulting in a Toll Violation and a Traffic citation if observed by law enforcement.
   4.2. Lost Peach Pass. If the Peach Pass is lost, you must notify the Customer Service Center immediately so the Peach Pass can be deactivated. Until SRTA receives notice, you will be liable for any for future use of the Peach Pass, including tolls, Toll Violations and Toll Facility Violations.
   4.3. Vehicle Sale/Transfer. You must remove the Peach Pass from the vehicle before selling or otherwise disposing of the vehicle. If you do not remove the Peach Pass from the vehicle before selling or otherwise disposing of the vehicle you will be liable for any for future use of the Peach Pass, including tolls, Toll Violations and Toll Facility Violations.
   4.4. Defective. In the event of a malfunction of the Peach Pass, you must immediately discontinue use of the Peach Pass and contact the Customer Service Center. Where malfunction occurs, the Peach Pass shall be deactivated and the terms for deactivation as described in Section 9 of this MOU shall apply. You remain responsible for any and all Toll Violations and/or Traffic Citations issued as a result of any attempt to use a malfunctioning and/or defective Peach Pass to pay tolls. You are responsible for the cost to replace a Peach Pass if the Peach Pass is damaged. For purposes of this MOU, damage is defined as the rendering of the Peach Pass defective or inoperable due to tampering, abuse, improper use, defacement, or accidental destruction. For example, removal of or attempt to remove a Peach Pass from the vehicle windshield will damage the Peach Pass and render it inoperable.

4.5. No Tampering or Reverse Engineering. You agree that you will not, and will not attempt to, reverse engineer or otherwise attempt to alter or tamper with the mechanical or electrical operation of the Peach Pass, or otherwise attempt to use the Peach Pass or other equipment in order to avoid payment of tolls or fees.

5. **Compliance.** You agree to comply with all applicable traffic laws of the state of Georgia (and, if applicable of the state in which the Toll Facility is located) and the rules and regulations of the Georgia Department of Transportation while using a Toll Facility.

6. **Out of State Toll Facilities/Interoperability.** If you use the Peach Pass on a Toll Facility whose operator has an interoperability agreement with SRTA, you agree that SRTA may charge you for any tolls, fees, fines and other charges arising from such use, and that you will be responsible to SRTA or to the other Toll Facility operator for such tolls, fees and other charges. Fees and other charges owed in this manner will be charged in accordance with rules, regulations and procedures of the Toll Facility on which the transaction was recorded. You further agree that SRTA may provide the other Toll Facility operator with information contained in SRTA's files for your Account or other information associated with your Account for purposes of collecting fees, fines and other charges. If you do not update your Account information with the Customer Service Center you may be subject to fees, fines and other charges as established by such other Toll Facility. In addition, the Toll Facility operator, at its sole discretion, may refuse to accept your Peach Pass as a method of payment.

7. **Disclaimer of Warranties.** Notwithstanding any provision in this MOU to the contrary, SRTA makes no warranties of any kind, whether express, implied or otherwise regarding the Peach Pass or your use of any Toll Facility. **SRTA SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, ORAL, EXPRESS, IMPLIED OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. **Updating Account Information.** You may contact the Fleet Manager to change or update your Account information. In order to protect the privacy of your information to the extent allowed or required by law, SRTA may require that you provide verifying information to access your Account. SRTA reserves the right to deny access to your Account if the requested verifying information is not provided.

9. **Deactivation of the Peach Pass/Closure of Account.** If for any reason your Peach Pass is deactivated you must immediately stop using the Peach Pass, remove the Peach Pass from the vehicle, and discontinue traveling on Toll Facilities that only accept the Peach Pass as a method of payment. Using a deactivated Peach Pass may result in Toll Violations or Toll Facility Violations and the issuance of Uniform Traffic Citations by law enforcement. All activity incurred with a deactivated Peach Pass may be charged to your Account. No credits will be issued upon reactivating a deactivated Peach Pass. If for any reason your Account is closed, all Peach Passes registered to your Account will be deactivated and you must return the Peach Passes to SRTA upon SRTA's request and comply with the requirements of this Section 9. SRTA may prohibit you from opening a subsequent Account(s) if SRTA previously force closed your Account. SRTA reserves the right to terminate your Account and deactivate the Peach Pass(es) issued under this Agreement for failure to abide by any of the terms and conditions of this MOU, if you are the subject of any Bankruptcy proceeding under the Bankruptcy Act, or if you become insolvent.

10. **Liability.** You are responsible for each Peach Pass issued to your Account, and for all costs associated with your Account including, but not limited to, administrative fees and civil penalties related to a Toll Violation or a Toll Facility Violation by any vehicle registered to your Account, and any other expenses, fees, and costs allowed by law that are incurred by SRTA in the enforcement of this Agreement. You agree to indemnify, protect, and hold harmless SRTA, its directors, officers, employees, or agents from liability for all loss, damage to real or personal property, injury, or death to persons arising from your use of the Peach Pass.

11. **Toll Violations**. You will be responsible for Toll Violations in the event you breach any terms of the MOU and its Exhibits.

12. **Miscellaneous Provisions.** Notwithstanding the above, SRTA may pursue administrative relief as provided by O.C.G.A §31-10- 64 or any other applicable statute. The waiver by SRTA of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the parties contradictory to the terms hereof.

EXHIBIT C
ANNUAL CERTIFICATION

The Undersigned, being the Chairman ________________ of the Lumpkin County Board of Commissioners, hereby make
(AGENCY HEAD TITLE) (AGENCY NAME)
certification pursuant to the Memorandum of Understanding between the Agency and SRTA, dated July 19, 2022 ("MOU"). Any capitalized terms not specifically defined in this Certification will have the same meanings assigned in the MOU to that term. The Undersigned hereby certifies under oath the following:

1. that the list of vehicles on **Attachment 1** attached to this Certification and incorporated herein are the only Agency Vehicles associated with the Account that utilized the Toll Facilities without paying a toll, and

2. that each time each Agency Vehicle listed on **Attachment 1** utilized a Toll Facility without paying a toll, such vehicle was driven by a law enforcement officer while on a Toll Facility with HOV Requirements only when the number of occupants in the vehicle met the HOV Requirements of that Toll Facility.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th ______ day of July ____________, 2022 .

Agency Name : Lumpkin County Board of Commissioners

By: ____

Name: Chris Dockery ____________________
Title: Chairman ________________________

Witness:

By: ____

Name: ______________________________
Title: ______________________________

Attachment 1
Certification Vehicle Information

Row #	License Plate Number	Year	Make	Model	Color	Peach Pass ID #
Example	*GA ABC1234*	*2001*	*Ford*	*Focus*	*Silver*	*00012345*
1	GA GV0085F	2017	Ford	Explorer	Titanium	1490595
2						
3						
4						
5						
6						
7						
8						
9						
10						

Lumpkin County, Georgia

E-911 Department

Date: July 19, 2022

Agenda Item: Mobile Communications Service Agreement

Item Description: Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

Facts & Historical Information: Lumpkin County has been covered by an Annual Maintenance and Testing Agreement the 911 phone and radio system for several years. By choosing this option, we are covered for all parts and labor (excluding batteries, antennas, abuse, and acts of God). It also provides us with 24/7 priority response by Mobile Communications technicians. This cost is already budgeted for in the 911 budget. The contract price increased somewhat from last year, but also expanded the coverage to include the equipment supplied by Mobile Communications at the four work stations inside the 911 center.

Potential Courses Of Action:

A) Renew the Annual Agreement
B) Not renew agreement and take the risk of equipment failure and afterhours surcharges. Also, we will incur the cost of all testing.

Budget Impact: Already budgeted for.

Staff Recommendation: **I recommend that we continue with the service agreement. The service we have received from Mobile Communications has been exceptional.**

Attachments:
Service Agreement Mobile Communications

MOBILE COMMUNICATIONS AMERICA

COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 8/1/2022 between Mobile Communications America with principal offices at MCA Gainesville (hereafter "Mobile Communications America") and; (the "Customer") Lumpkin County E911 .

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A Mobile Communications America agrees to maintain the equipment under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment in good working order.

Payment Terms:
In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America $1,950.00 per month, $23,400.00 annually (*State/Local taxes NOT included*). The customer will pay on a Annual basis.
This service agreement will expire on: 7/31/2023 . This agreement will auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted but may not be reduced below the initial payment terms agreement upon when executed.

By signing this Agreement, Customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer als agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of th Effective Date. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

The additional terms and conditions attached to this Agreement are part of this Agreement. This Agreement is the complete understanding between Mobile Communications Americ and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The Customer acknowledges that the Customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

By: ____________________	By: Kim Nelson
Customer	Mobile Communications America
Title: ____________________	Title: Service Manager
Date: ____________________	Date: ____________________

MOBILE COMMUNICATIONS AMERICA

Terms And Conditio

TERM AND ACCEPTANCE: THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND MCA. It is agreed that service shall be provided only upon the terms included in this Agreement. MCA shall not be bound by terms within the Customer's purchase order or in any other document provided by Customer and provision of services to Custome does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

GENERAL PROVISIONS: MCA agrees to provide services for the Customer for the Equipment. Services provided hereunder do not assure uninterrupted operation of the Equipment or service and MCA is not responsible for failure to render covered service due to causes beyond its control.

NORMAL WORKING HOURS: Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

SERVICE: MCA will perform such repairs as may be required to restore Equipment to their normal operating level, provided that such repairs are necessitated by the failure of the Equipment due to normal usage. Non-fixed Equipment s be serviced at an MCA shop during normal working hours. This Agreement will not cover service call(s) required to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of the Equipment that is not covered under this Agreement shall be billable to the Customer at current MCA rates. For emergency service or other service performed at Customer's request outside of normal working hours, for equipment not covered under this Agreement or for Equipment whose failure was due to causes not considered to be "normal usage," Customer will be billed for the service at the then current MCA rates for eac occurrence.

ENHANCED SERVICE OPTION: If Customer has elected to purchase the Enhanced Service Option, emergency service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Customers not electing the Enhanced Service Option shall pay an additional charge for emergency service rendered at current MCA rates for each occurrence.

REPLACEMENT PARTS: MCA will replace parts and components of the Equipment on an exchange basis when failure is due to the normal and proper use of the Equipment. Parts replaced during maintenance service become the property of MCA.

PREVENTIVE MAINTENANCE: MCA will inspect the Equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the Equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the Equipment. Inspections and preventive maintenance service will be provided by MCA during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

PRICE CHANGES: Unless otherwise indicated, prices quoted in this Agreement shall remain in effect for the duration indicated in this Agreement or if none is specified, for a period of [one year]. Thereafter, at the sole discretion of MCA prices for service under this Agreement may be increased by MCA upon thirty days written notice to Customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

LIMITATIONS: MCA reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. MCA may at its sole discretion require that said equipment or system be restored to proper operating specifications at Customer's expense prior to its being covered under this Agreement. MCA may at its sole discretion declare Equipment to be unserviceable. In such case, MCA's sole responsibility is to remove such Equipment from the billing under this Agreement.

EXCLUDED SERVICES: The following services are not included under the terms of this Agreement. The repair of Equipment, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physi damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by MCA, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of Equipment), use of Equipment with unauthorized batteries and/or power supplies or reprogramming by other than MCA personnel. This Agreement will not cover service call(s), shipping and handling that may be requir to resolve a covered malfunction of the Equipment. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of equipment or systems not covered under this Agreement shall be billable to th Customer at current MCA rates. If MCA finds that any Equipment has been altered or repaired by others, such Equipment shall not be covered by this Agreement and any services shall be billable to the Customer at current MCA rates.

TAXES: Applicable taxes will be billed to the Customer and the Customer hereby agrees to pay said taxes, unless the Customer has provided a current tax exemption certificate.

LIABILITY INSURANCE: MCA agrees to carry reasonable liability insurance and applicable worker's compensation insurance.

WARRANTY: MCA warrants that it will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPE TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMEN OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
LIMITATION OF LIABILITY: MCA SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT OR SYSTE OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF MCA WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING SERVICE, SALE, DELIVERY, RESALE, INSTALLATION OR T TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY ITEM COVERED BY OR FURNISHED HEREUNDER, WHETHER SUCH LIABILITIES ARE FOUNDED IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID TO MCA WITH RESPECT TO THE SERVICE GIVING RISE TO THE CLAIM. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON OPEN ACCOUNT.

TERMINATION: This Agreement shall terminate upon the expiration date set forth in this Agreement. With the exception of the Customer's liability for any and all payments outstanding under this Agreement, neither the Customer nor M shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement.

NO CHANGES: Except as previously described, no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of MCA.

ATTORNEYS' FEES: Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.

COVENANT NOT TO SOLICIT: During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third part any employee of MCA or its subcontractors without the prior written authorization of MCA. This provision applies only to those employees of MCA or its subcontractors who are responsible for rendering services under this Agreement. If t provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

GOVERNING LAW AND VENUE: This Agreement and the parties' performance hereunder shall be governed by South Carolina law, excluding choice-of-law rules. Furthermore, to the extent permitted under South Carolina law, the par waive the benefit all substantive, non-procedural, foreign and international laws, which might otherwise grant the parties rights which are different than those contemplated under this Agreement. The parties agree that a party shall commence any action with respect to any dispute regarding the performance or breach of this Agreement exclusively in the State of South Carolina Courts in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina, and the parties, by entering into this Agreement, submit to the exclusive venue and personal jurisdiction of such courts, and waive all objections to jurisdiction and venue of such courts, including forum non-convenes.

COUNTERPARTS: The Agreement may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and sha have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of the Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

MISCELLANEOUS: This Agreement: (i) constitutes the entire agreement between MCA and Customer relating to the maintenance of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and (ii) r not be amended or modified except in a writing signed by the parties hereto. If any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. All notices given by one party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other party's respective address given in the preamble to the Agreement.

MOBILE COMMUNICATIONS AMERICA

Equipment and Coverage Details - Attachment

Essential Services - Repair	Qty	Coverage

Premier Services - Repair	Qty	System Coverage	
Repeater Total:	10	Services:	24X7X265 Response, Annual PM with Firmware Updates
Console Total:	4	Services:	M-F 8X5 Response, Annual PM
Other Equipment Total:	9	Services:	M-F 8X5 Response, Annual PM

Customer Locations	Special Instructions
Crown Mountain Site	
Black Mountain Site	
Auraria Water Tank Site	

Station 6 / Hester Valley

Statements of Work - Attachment B

MCA Essential Service with Repair - Subscribers

Subscriber support includes repair and depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer their device is fixed.

Subscriber support also includes one annual preventative maintenance check. It is the customer's responsibility to ensure the devices are made available for this check and update. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annua firmware update of the device will be completed at the time of the preventative maintenance check.

MCA Premier Service with Repair - Subscribers

Subscriber support includes repair and depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer the status of their repair as it changes

Subscriber support also includes one annual preventative maintenance check of the device. It is the customer's responsibility to ensure the devices are made available for this check. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check.
Batteries, antennas, and belt clip replacement is covered under this service. Antennas and belt clips will be replaced when they no longer function as the manufacturer intended. ***A battery will be replaced when it falls below a 80% charge capacity, provided they have a date code within MCA's contract terms and are charged by Impress chargers ONLY.***

MCA Essential Service with Repair - Infrastructure Components

Infrastructure support includes M-F 8X5 response to all issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Removal of infrastructure equipment for warranty repair is the responsibility of MCA. Repair of cabling and antenna systems is not a part of this service. After hours support is available upon request but is not covered under this service. Additional charges would apply at after hour rates.
One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check. ***Microwave radio UPS, and any other specialized equipment is EXCLUDED from repair and PM services, and will only receive response/troubleshooting.***

MCA Premier Service with Repair - Infrastructure Components

Infrastructure support includes 24X7X365 response to all system issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Repair of cabling and antenna systems is not a part of this service.
This service also includes depot repair handling of the infrastructure equipment. Should the equipment suffer a failure that cannot be addressed in the field, MCA wi
• Uninstall the infrastructure equipment
• Send to the Motorola Depot
• Track repair status
• Receive the equipment back from the Motorola Depot
• Confirm normal operation
• Re-install the equipment at the customer location.
• Communicate to the customer the status of their repair as it changes
One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check. ***Microwave radio UPS, and any other specialized equipment is EXCLUDED from repair and PM services, and will only receive response/troubleshooting.***

Lumpkin County, Georgia

Community and Employee Services Department

Date:	July 19, 2022
Agenda Item:	Consideration of Amendments to the 2022 Health Insurance Plans
Item Description:	Consideration of Amendments to the 2022 Health Insurance Plans. Request for the Board of Commissioners to Consider Approving Amendments to the 2022 Health Insurance Plans.
Facts & Historical Information:	According to our broker, Turner, Wood and Smith, it is typical of Healthgram to issue plan amendments following confirmation of a plan renewal. As is the case here, these are normally just general amendments to tighten up plan language and/or clarify definitions or address changes brought about by new laws. One of those new laws is the Consolidated Appropriations Act, CAA, passed in 2021. This act established protections for consumers related to surprise billing and transparency in health care. The additional guidance/rules that continue to come out from this Act have greatly impacted plans and required both some language changes and some actual plan amendments. Three amendments have been sent by Healthgram. • Dialysis Amendments. • General plan amendments, updated Summary of Benefits and Coverage (SBCs) for each plan, base and buy-up, and the SBC agreement. • CAA Amendment. In-depth information from Healthgram is attached.
Potential Courses Of Action:	A. Approve the plan amendments.
Budget Impact:	Implementation should be budget neutral.
Staff Recommendation:	**Staff recommends Course of Action A, approve amendments.**

Attachments:
2021.12.21 - HG - Your Rights and Protections Against Surprise

99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742
https://www.lumpkincounty.gov/

Your Rights and Protections Against Surprise Medical Bills

This notification is provided as required by the interim final rule (IFR) of the No Surprises Act, Requirements Related to Surprise Billing; Part I, available at 86 FR 36872, part of the Consolidated Appropriations Act of 2021.

What is "balance billing" (sometimes called "surprise billing")?

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs (like a copayment, coinsurance, and/or a deductible). You may have other costs or have to pay the entire bill if you see a provider or visit a health care facility that is out-of-network.

"Out-of-network" describes providers and facilities that have not signed a contract with your health plan. Out-of-network providers may be permitted to bill you for the difference between what your plan agreed to pay and the full charged amount. This amount is likely more than in-network costs for the same service and might not count toward your annual out-of-pocket limit. This is called "**balance billing**."

"Surprise billing" is an unexpected balance bill. This can happen when you cannot control who is involved in your care—like, during an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider.

You are protected from balance billing for:

1. Emergency services: If you have an emergency medical condition and get emergency services from an out-of-network provider or facility, the most the provider or facility may bill you is your plan's in-network cost-sharing amount (such as copayments and coinsurance). You cannot be balance billed for these emergency services. This includes services you may get after you are in stable condition, unless you give written consent and give up your protections not to be balanced billed for these post-stabilization services.

2. Certain services at an in-network hospital or ambulatory surgical center: When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers may bill you is your plan's in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers cannot balance bill you and may not ask you to give up your protections not to be balance billed.

If you get other services at these in-network facilities, out-of-network providers **cannot** balance bill you unless you give written consent *and* give up your protections.

You are never required to give up your protections from balance billing. You also are not required to get care out-of-network. You can choose a provider or facility in your plan's network.

When balance billing is not allowed, you also have the following protections:

- You are only responsible for paying your share of the cost (such as copayments, coinsurance, and deductibles that you would pay if the provider or facility was in-network). Your health plan will pay out-of-network providers and facilities directly.
- Your health plan generally must:
  - Cover emergency services without requiring you to get approval for services in advance (prior authorization).
  - Cover emergency services by out-of-network providers.
  - Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount on your explanation of benefits.
  - Count any amount you pay for emergency services or out-of-network services toward your deductible and out-of-pocket limit.

If you believe you have been wrongly billed, you may contact the Plan Administrator, Plan Supervisor, or the Department of Health and Human Services' No Surprises Help Desk at 1-800-985-3059, or visit https://www.cms.gov/nosurprises. Visit https://members.healthgram.com/nsa.cfm for state Department of Insurance contact information.

Visit https://www.cms.gov/nosurprises for more information about your rights under federal law.

AMENDMENT TO SUMMARY PLAN DESCRIPTION
AND MASTER PLAN DOCUMENT
FOR LUMPKIN COUNTY BOARD OF COMMISSIONERS
(All non-Retiree Only Plans)

Effective: **7/1/2022** Amendment #**1-22**

Item 1 – The Other Covered Services section, Outpatient Dialysis has been added as follows:

OTHER COVERED SERVICES

Covered Medical Expense	Payable by Member	
	In-Network	Out-of-Network (Plan Allowance May Apply)
Outpatient Dialysis (Hemodialysis and Peritoneal)	0% no **Deductible**	0% no **Deductible**

Item 2 – The Special Provisions section has been amended to add the following:

OUTPATIENT DIALYSIS
Outpatient dialysis treatment is available and accessible to all **Plan** participants. Coverage will protect all parties involved, including the patient **Member**, **Provider**, and **Plan Sponsor**. In compliance with 42 USC § 1395y(b)(1)(c), **Plan** coverage is comprehensive and independent of Medicare and the **Member's** eligibility for Medicare. This eliminates concerns of shifting payment responsibilities to the public or burdening the Medicare Trust Fund. In compliance with the Medicare Secondary Payer Act (the "MSPA"), the **Plan** reduces Medicare financial responsibility for end-stage renal disease ("ESRD") patients while providing comprehensive and non-discriminatory coverage of ESRD healthcare needs.

The **Plan** is willing to enter into direct contractual relationships with dialysis **Providers**. The **Plan** has opted out of all existing PPO network agreements, as PPO networks fail to provide fair and equitable reimbursement rates on a consistent basis. Therefore, the **Plan** forgoes these agreements in order to pursue unilateral pricing equity. In accordance with the **Plan**, the **Plan Sponsor** has a fiduciary responsibility to be a prudent steward of plan assets. With respect to dialysis services, the **Plan Sponsor** recognizes that reimbursement rates from public plans are insufficient. Dialysis rates allowed under this **Plan** are set at reasonable amounts over the **Provider's** actual cost, and are significantly higher than public plan reimbursements. **Plan** benefits for dialysis services are paid at one-hundred percent (100%) of **Plan Allowance** with no **Deductible** or **Coinsurance** to the **Member**.

The **Plan** maintains provisions for dialysis consistent with other **Covered Healthcare Expenses**. The **Plan** provides no incentive for **Members** to drop coverage under the **Plan** and opt solely for Medicare. **Plan Members** have access to Healthgram's Case Management team to assist in accessing dialysis services within a reasonable distance. Case Management also coordinates services for treatment outside of dialysis. Healthgram's Case Management team may be contacted at (980) 201-3020. **Precertification** is required by calling (980) 201-3020. For a list of services requiring **Precertification**, *see* Care Management Requirements.

PLAN BENEFITS
The **Plan** will be the primary payer during the thirty (30)-month coordination period for all eligible **Members** undergoing **Outpatient** dialysis care due to ESRD.

Hemodialysis (**Facility** Based)
100% of Per Diem Bundle rate.* Not subject to **Deductible** or **Coinsurance**.

Peritoneal (Home Based)
100% of Per Diem Bundle rate.* Not subject to **Deductible** or **Coinsurance**.

*Per Diem Bundle:

Charges for the following are included in the Per Diem Bundle rate and not reimbursed separately:

- Maintenance Dialysis Treatment at an accredited **Facility**, or in the patient's home. Includes training, supplies, and equipment
- Oral and injectable drugs and biologicals that are for the treatment of ESRD, to include, iron, Vitamin D, Epoetin Alfa, (EPO), etc.
- Laboratory tests ordered for ESRD related condition
- Clinic personnel: nurses, technicians, social workers, and dietician

Charges for the following are paid in addition to the Per Diem Bundle rate:

- Nephrologist or other **Physician** professional charges
- Medications taken outside of dialysis treatment
- Preventive vaccines and administration
- Procedures to maintain vascular access
- Transplantation testing, and placement

Precertification and **Utilization Review** are required.

*By signature below, I acknowledge the amendment has been reviewed by **Lumpkin County Board of Commissioners or an authorized representative**. The plan amendment is accepted as final and is ready to be adopted into the Summary Plan Description and Plan Document. Any changes to this plan language will require additional plan amendments or plan document changes. Printing costs are the responsibility of the Plan Sponsor.*

This Amendment is accepted as stated above.

BY: ______________________________ ____________________
Name Date

____
Title

Si necesita ayuda en espanol para entender este documento, puede solicitarla sin costo adicional, llamando al numero de servicio (980)201-3020.

CONSOLIDATED APPROPRIATIONS ACT OF 2021 AMENDMENT TO SUMMARY PLAN DESCRIPTION AND MASTER PLAN DOCUMENT FOR NON-GRANDFATHERED PLANS

Effective: **7/1/22** Amendment #**CAA-22**

Item 1 – The Introduction section has been amended and will read as follows:

The terms of the **Plan** will be construed and administered to meet the minimum requirements of all applicable laws (including, but not limited to, the **WHCRA**, **MHPAEA**, **NMHPA**, and the **CAA**) (hereinafter collectively, "**Applicable Laws**") and to provide **Beneficiaries** legally enforceable rights.

Item 2a – The Definitions section, Balance Billing shall be amended to add a final sentence, and will read as follows:

Balance Billing or **Balance Bill** describes the practice where a **Non-Participating Provider**, **Physician**, or **Hospital** directly bills a patient the difference between the total amount charged by the **Non-Participating Provider**, **Physician**, or **Hospital** and the total amount paid by the **Plan**. For more information about Balance Billing (also called "Surprise Billing"), *see* Your Rights and Protections Against Surprise Medical Bills, below.

Item 2b – The Definitions section has been amended to add the following definition:

CONSOLIDATED APPROPRIATIONS ACT
Consolidated Appropriations Act or **CAA** means the Consolidated Appropriations Act of 2021, as amended, signed into law on 27 December 2020. The **CAA** further established an Independent Dispute Resolution process to resolve disputes in situations where:

1. No All-Payer Model Agreement applies;
2. No applicable state law applies; and,
3. The **Plan** and the **Provider** or **Facility** are unable to agree on a payment amount.

Item 2c – The Definitions section has been amended to add the following definition:

EMERGENCY MEDICAL CONDITION
Emergency Medical Condition(s), as defined by the **CAA**, 45 C.F.R. § 149.110(c)(1), is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, possessing an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in the Emergency Medical Treatment and Labor Act, including:

1. Placing the health of the **Member** (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
2. Serious impairment to bodily functions; or,
3. Serious dysfunction of any bodily organ or part.

Emergency Medical Condition includes mental health conditions and substance use disorders. **Emergency Medical Condition** also includes any additional items and services covered by the **Plan** furnished by an **Out-of-Network Provider or** emergency **Facility** (regardless of the department of the hospital in which such items and services are furnished) after a **Member** is stabilized and as part of **Outpatient** observation or an **Inpatient** or **Outpatient** stay with respect to the visit in which the other emergency services are furnished unless all of the following conditions are met:

1. The attending emergency **Physician** or treating **Provider** has determined that the **Member** is able to travel using nonmedical transportation or nonemergency transportation to an available **In-Network**

Provider or **Facility** located within a reasonable travel distance, taking into consideration the individual's medical condition;

2. The **Provider** or **Facility** furnishing the post-stabilization services has satisfied the notice and consent criteria required by applicable law with respect to such items and services;
3. The **Member** (or, the **Member's** Authorized Representative) is in a condition to receive the information in the notice and consent criteria and to provide informed consent under such section, in accordance with applicable state law; and,

The **Provider** or **Facility** has satisfied any additional requirements or prohibitions as may be imposed under applicable state law.

Item 2d – The Definitions section, Emergency Services has been amended as follows:

Emergency Services, with respect to an **Emergency Medical Condition**, includes:

1. a medical screening examination that is within the capability of the emergency department of a **Hospital**, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and,
2. such further medical examination and treatment, to the extent they are within the capabilities of the staff and **Facilities** available at the **Hospital**, as are required to stabilize the patient.

~~For purposes of this definition, emergency medical condition is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson possessing an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to place the health of the **Member** in serious jeopardy, cause serious impairment to bodily functions, or cause serious dysfunction of any bodily organ or part.~~

Item 2e – The Definitions section has been amended to add the following definition:

QUALIFYING PAYMENT AMOUNT

Qualifying Payment Amount or **QPA** as set forth in, 45 C.F.R. § 149.140(a)(16), is the cost-sharing amount for services subject to the **CAA's NSA** provisions furnished by nonparticipating emergency facilities (including air ambulance services) and **Non-Participating Providers** at participating facilities where there is no applicable: (1) All-Payer Model Agreement under section 1115A of the Social Security Act; or, (2) amount determined by a specific state law. **QPA** is the lesser of the billed charge or the **Plan Supervisor's** median contracted rate for the item or services in the geographic region. **QPA** is indexed annually for general inflation, and contracted rate refers only to the rate negotiated with **Participating Providers** that are contracted to participate in any of the networks of the **Plan** under generally applicable terms of this **SPD**. For more information about **QPA**, please see the Requirements Related to Surprise Billing; Part I, *available at* https://www.govinfo.gov/content/pkg/FR-2021-07-13/pdf/2021-14379.pdf.

Item 2f – The Definitions section has been amended to add the following definition:

NO SURPRISES ACT

No Surprises Act or **NSA** is a portion of the **CAA** relating to services furnished by nonparticipating emergency facilities (including air ambulance services) and **Non-Participating Providers** at participating **Facilities**.

Item 3 – The Schedule of Benefits / Medical Benefits, Other Covered Services Chart has been amended to add the following:

Covered Medical Expense	Payable by Member	
	In-Network	Out-of-Network

		(Plan Allowance May Apply)
Air Ambulance **Claim(s)** subject to the **NSA**	Subject to **In-Network Deductible** and **Coinsurance**	In accordance with the **NSA** (same as In-Network, applied to lesser of **Provider's** billed amount OR **QPA**)
Emergency Medical Condition(s) subject to the **NSA**$	Subject to **In-Network Deductible** and **Coinsurance**	In accordance with the **NSA** (same as In-Network, applied to lesser of **Provider's** billed amount OR **QPA**)

$ Any cost-sharing payments for **Emergency Medical Condition(s)** subject to the **NSA** shall be counted towards any **In-Network Deductible** or **Out-of-Pocket Maximum**, in the same manner as if furnished by an **In-Network Provider** or **Facility**.

Item 4 – The end of the Schedule of Benefits / Medical Benefits section has been amended to add the following section:

CAA CONTINUITY OF CARE

In accordance with the **CAA**, **Members** undergoing a course of treatment for a serious or complex medical condition, for institutional or inpatient care, who are pregnant or terminally ill, or scheduled for non-elective surgery (including post-operative care) are eligible for continuity of care. If there is a change in a **Provider's** network status, the Plan will notify the continuing care **Member** and inform them of their right to receive transitional care. The **Plan** provides an opportunity to request transitional care and allows for continued benefits (under the same terms and conditions as would have applied for an **In-Network Provider**). The continuing care **Member** will be able to access these services for the earliest to occur of: (1) up to ninety (90) days after the notice is provided; or, (2) until the **Member** no longer qualifies as a continuing care patient. **Providers** cannot **Balance Bill** these continuing care **Members**, but must instead accept in-network payments from the **Plan** (and cost-sharing amounts from the **Member**) as payment in full.

Item 5 – The How to Request an External Review section has been as follows:

HOW TO REQUEST AN EXTERNAL REVIEW.

…

2. **Preliminary review.**
   Within five (5) business days following the date of actual receipt of the external review request, the **Plan** will complete a preliminary review of the request to determine whether all of the following conditions are met:

   …

   b. The **Final Internal Benefit Determination** involves: (1) medical judgment, as determined by the external reviewer; ~~or,~~ (2) a rescission of coverage; or, (3) an issue related to compliance with the surprise billing and cost-sharing protections under the **NSA**.
   Examples of determinations that are eligible under the **NSA** for external review include, but are not limited to, determinations of:
      i. whether a claim is for treatment for **Emergency Services** that involves medical judgment or consideration of compliance with the cost-sharing and surprise billing protections under the **NSA**;
      ii. whether a claim for items and services furnished by an Out-of-Network Provider at an In-Network Facility is subject to the **NSA**;
      iii. whether an individual was in a condition to receive a notice about the availability of the protections under the **NSA** and give informed consent to waive those protections;

iv. whether a claim for items and services is coded correctly, consistent with the treatment an individual actually received; and,

v. whether cost-sharing was appropriately calculated for claims for ancillary services provided by an **Out-of-Network Provider** at an **In-Network Facility**.

….

Item 6 – A new section after "Responsibilities for Plan Administration" has been added and will read as follows:

YOUR RIGHTS AND PROTECTIONS AGAINST SURPRISE MEDICAL BILLS

This notification is provided as required by the interim final rule (IFR) of the No Surprises Act, Requirements Related to Surprise Billing; Part I, available at 86 FR 36872, part of the Consolidated Appropriations Act of 2021.

What is "balance billing" (sometimes called "surprise billing")?

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs (like a copayment, coinsurance, and/or a deductible). You may have other costs or have to pay the entire bill if you see a provider or visit a health care facility that is out-of-network.

"Out-of-network" describes providers and facilities that have not signed a contract with your health plan. Out-of-network providers may be permitted to bill you for the difference between what your plan agreed to pay and the full charged amount. This amount is likely more than in-network costs for the same service and might not count toward your annual out-of-pocket limit. This is called "**balance billing**."

"Surprise billing" is an unexpected balance bill. This can happen when you cannot control who is involved in your care—like, during an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider.

You are protected from balance billing for:

1. *Emergency services: If you have an emergency medical condition and get emergency services from an out-of-network provider or facility, the most the provider or facility may bill you is your plan's in-network cost-sharing amount (such as copayments and coinsurance). You cannot be balance billed for these emergency services. This includes services you may get after you are in stable condition, unless you give written consent and give up your protections not to be balanced billed for these post-stabilization services.*

2. *Certain services at an in-network hospital or ambulatory surgical center: When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers may bill you is your plan's in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers cannot balance bill you and may not ask you to give up your protections not to be balance billed.*

If you get other services at these in-network facilities, out-of-network providers **cannot** balance bill you unless you give written consent *and* give up your protections.

You are never required to give up your protections from balance billing. You also are not required to get care out-of-network. You can choose a provider or facility in your plan's network.

When balance billing is not allowed, you also have the following protections:

- You are only responsible for paying your share of the cost (such as copayments, coinsurance, and deductibles that you would pay if the provider or facility was in-network). Your health plan will pay out-of-network providers and facilities directly.
- Your health plan generally must:
  - Cover emergency services without requiring you to get approval for services in advance (prior authorization).
  - Cover emergency services by out-of-network providers.
  - Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount on your explanation of benefits.

- Count any amount you pay for emergency services or out-of-network services toward your deductible and out-of-pocket limit.

If you believe you have been wrongly billed, you may contact the Plan Administrator, Plan Supervisor, or the Department of Health and Human Services' No Surprises Help Desk at 1-800-985-3059, or visit https://www.cms.gov/nosurprises. Visit https://members.healthgram.com/nsa.cfm for state Department of Insurance contact information.

Visit https://www.cms.gov/nosurprises for more information about your rights under federal law.

By signature below, I acknowledge the amendment has been reviewed ***an authorized representative****. The plan amendment is accepted as final and is ready to be adopted into the Summary Plan Description and Plan Document(s) for any and all of the below-named Group's non-grandfathered plans* ***excluding*** *any:*

1. *Plans that do not provide emergency coverage;*
2. *Excepted benefit plans; and/or,*
3. *Closed offering retiree plans.*

For more information, please visit https://www.govinfo.gov/content/pkg/FR-2021-07-13/pdf/2021-14379.pdf.

As detailed in https://www.govinfo.gov/content/pkg/FR-2021-07-13/pdf/2021-14379.pdf*, p. 36890, I authorize calculation of QPA (as defined above) to use the median contracted rates for all applicable self-insured group health plans instead of only those of the Group.*

Any changes to this plan language will require additional plan amendments or plan document changes. Printing costs are the responsibility of the Plan Sponsor.

This Amendment is accepted as stated above on behalf of the below-stated Group.

BY: ______________________________ ________________
Name Date

______________________________ ______________________________
Title Group Name

Lumpkin County, Georgia

Board of Commissioners Department

Date:	July 19, 2022
Agenda Item:	Local Option Sales Tax Joint Agreement
Item Description:	Local Option Sales Tax Joint Agreement. This is for approval of the joint agreement with the City of Dahlonega on the distribution of the Local Option Sales Tax.

Attachments:
Joint Agreement Final
CERTIFICATE OF DISTRIBUTION - LOST

Joint Agreement
Local Option Sales Tax
Lumpkin County
City of Dahlonega

Certificate Of Distribution

To: The State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipality and the county located within the special district coterminous with the boundaries of Lumpkin County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

The CITY OF DAHLONEGA shall receive twenty-five per cent (25%)

The COUNTY OF LUMPKIN shall receive seventy-five per cent (75%)

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule the county and city, acting by and through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are "qualified municipalities" as that term is used in the Act, and that all municipalities listed herein as recipients are "qualified" and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipality, and representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this 19 day of July, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Lumpkin County Clerk

JoAnne Taylor
Mayor of Dahlonega

Attest:

Mary Csukas
City Clerk

CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Lumpkin **County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:**

City of Dahlonega **shall receive** 25 **%**

City of ______ **shall receive** ______ **%**

City of ______ **shall receive** ______ **%**

City of ______ **shall receive** ______ **%**

City of ______ **shall receive** ______ **%**

City of ______ **shall receive** ______ **%**

County of Lumpkin **shall receive** 75 **%**

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this 19 **day of** July **20** 22.

______
MAYOR OF THE CITY OF Dahlonega

______
MAYOR OF THE CITY OF

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MAYOR OF THE CITY OF

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MAYOR OF THE CITY OF

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MAYOR OF THE CITY OF

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MAYOR OF THE CITY OF

______
CHAIRMAN BOARD OF COMMISSIONERS OF

Lumpkin **COUNTY**

Lumpkin County, Georgia

Public Works Department

Date: July 19, 2022

Agenda Item: GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project

Item Description: GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project. Commitment for 25% funding for this project at the Lumpkin County airport.

Facts & Historical Information: On June 17th, GDOT sent a letter requesting the county formally request and commit to the 25% local share for the Crack Seal and Relocate Threshold project at the airport. Also, to commit to meeting the contract date listed in the attached letter. GDOT is requesting that the County confirm no later than July 15, 2022. This date is before the regular meeting on the 19th. Staff would like to request that the Board give a concurrence to send the commitment letter to GDOT at the work session and ratify the letter at the regular meeting.

The GDOT estimated cost of this project is $50,000 with the County share being $12,500. The Crack Seal and Relocate Threshold project is on the current airport CIP plan approved by the Airport Authority. Staff will release a bid package for this project in July. This request from GDOT is on a short schedule, but it can be met.

Budget Impact: The proposed plan for 2023 will require an estimated match of $12,500. The current 2022 airport budget has approximately $135,000 remaining in it for improvements and buildings. Once bids are received on this project, the actual cost to the county will be 25% of the total project cost.

Staff Recommendation: **Staff recommends that the BOC approve the project and send the formal request letter to GDOT.**

Attachments:
GDOT request letter

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

June 17, 2022

The Honorable Chris Dockery, Chairman
Lumpkin County
99 Courthouse Hill, Suite H
Dahlonega, GA 30533

Dear Chairman Dockery:

The Department is pleased to announce a tentative allocation of state funding assistance in the amount of $37,500 for **Crack Seal and Relocate Threshold** at the Lumpkin County-Wimpys Airport.

Please confirm, by letter, no later than **July 15, 2022,** your intent to proceed with and fund this project in the state's Fiscal Year 2023, which ends June 30, 2023. State funding for this project if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. State funding participation is 75% of the project. **This project will require matching funds from ~~Decatur~~ County estimated in the amount of $12,500.** This is a tentative allocation of funds, the actual contract amount will be based on competitive bids received to accomplish the project.

The Department has scheduled this project to be ready for contract in **August 2022**. Please note if the project does not meet the agreed upon schedule the Department will consider moving the project in order to accommodate other projects or consider deferring the project to the next fiscal year. Damon Carr has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a letter with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project in the state's FY23 according to the agreed upon schedule
- Formal request for state funding assistance to match the federal share of the above project

Please contact Damon Carr, Aviation Project Manager, at (470) 715-5494 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer Digitally signed by Leigh Ann Trainer DN: C=US, E=ltrainer@dot.ga.gov, O=GDOT, OU=Division of Intermodal, CN=Leigh Ann Trainer Date: 2022.06.17 13:41:49-04'00'

Leigh Ann Trainer, Assistant Director
Division of Intermodal

cc: Emily Dunn, State Transportation Board
Larry Reiter, Director of Planning and Public Works

Attachment

Lumpkin County, Georgia

Development Authority Department

Date: July 19, 2022

Agenda Item: Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project

Item Description: Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project. The DALC & Lumpkin County have received notice of funding from the Georgia American Rescue Plan Act State Fiscal Recovery Fund (ARPA SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. US Treasury Final Rule requires, subrecipients of these funds have controls, oversight, and monitoring in place. The County nor the DALC can rely upon NTIA or ARPA SFRF staff, auditors, or contractors to serve as this control mechanism. The County and DALC must demonstrate their own policies and procedures in place to assist with project oversight, implementation, tracking and collection of data, and reporting. The Program Manager services outlined in the proposal will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

Facts & Historical Information: The project funding has flipped from what was originally presented to the BOC in March of this year. Now, 75% of the project will be covered by ARPA SFRF funds and 25% NTIA funds. The Program Manager budget changes are reflected below.

Initial Project Oversight Breakdown:	**Final Project Oversight Breakdown**
NTIA 75% of project: $82,500	NTIA 25% of project: $32,500
ARPA SFRF 25% of project: $27,500	ARPA SFRF 75% of project: $85,000
Total: $110,000 Sources of funds to cover total: • NTIA grant funds: $52,577 • Local ARPA funds: $60,000	Total: $117,500 Sources of funds to cover total: • NTIA grant funds (63%): $20,475 • Local ARPA funds previously committed: $60,000 **Additional financial need for oversight of both funding: $37,025**

The broadband infrastructure project & budget details are:

Program	**Locations**	**Federal Funding**	**Non-Federal Funding**	**Total Project**
ARPA SFRF	6,290	$3,713,194	$11,522,415	$15,235,609
NTIA	1,846	$3,236,198	$1,935,486	$5,172,043
Total Locations:	**8,136**		**Total Investment:**	**$20,407,652**

Potential Courses

a) Accept the proposal as submitted with providing additional

Of Action:

funding

b) Accept the proposal as submitted without providing addition funding
c) Revise the proposal
d) Another course of action suggested by the BOC

***A professional contract with CTC (if approved), amendment to original CD 450, and amendment to original Windstream & Lumpkin County Government agreement will be brought to the BOC in August.*

Staff Recommendation:

Attachments:
CTC Proposal to Lumpkin County - Technical & Grant Administrative Services - NTIA - 20220629

ctc technology & energy

engineering & business consulting

June 29, 2022

Rebecca A. Mincey
Executive Director
Development Authority of Lumpkin County
342 Courthouse Hill
Dahlonega, GA 30533
Via email: Rebecca.shirley@lumpkincounty.gov

Subject: RFP #2021-004 – Technical & Grant Administrative Services for a Broadband Infrastructure Grant Project

Dear Rebecca:

CTC Technology & Energy (CTC) is pleased to submit this proposal to deliver independent program management support to the Development Authority of Lumpkin County, Georgia, and Lumpkin County Government. As we describe below, the CTC team will assist with project implementation, oversight, tracking, data collection, and reporting related to grant funds received from the State Fiscal Recovery Fund as well as to the National Telecommunications and Information Administration (NTIA) Broadband Infrastructure Program for a broadband infrastructure project.

We are capable of meeting or exceeding all requirements specified in your RFP. CTC is an independent broadband engineering, business, and strategic consulting firm with more than 35 years of experience. We work primarily for local and state government clients—and have a long history of successful grant strategy development, grant application preparation, and post-grant project management engagements.

We look forward to the opportunity to continue supporting DALC and the County on its efforts to achieve its broadband goals. Please let me know if I can provide any additional information about CTC or our proposal.

Best Regards,

Joanne S. Hovis

Joanne S. Hovis
President | info@ctcnet.us

Heather D. Mills
V.P., Grant & Funding Strategies | hmills@ctcnet.us

Contents

1. Project Statement

We understand the DALC, Lumpkin County Government, and a private provider partner submitted grant applications to the state of Georgia's Fiscal Recovery Fund as well as to the National Telecommunications and Information Administration (NTIA) Broadband Infrastructure Program for a broadband infrastructure project that will address the County's digital divide.

As broadband advisors to the DALC during the grant application process, we have a deep understanding of your broadband needs and the infrastructure project you envision implementing. As highly experienced broadband program and project managers—and as experts in both broadband grant compliance and broadband infrastructure construction oversight—we are uniquely qualified to serve as the DALC's program manager for the duration of the grant-funded project implementation.

With the grant announcements and award confirmations, we are prepared to begin acting as Program Manager upon notice to proceed.

For the duration of our engagement, we will provide independent oversight of the DALC's infrastructure project. Our goal will be to ensure the DALC's private provider partner implements the project as outlined (i.e., broadband technical oversight) and that all reporting requirements are met (i.e., grant compliance oversight).

In terms of technical oversight, we will help the DALC manage, monitor, and oversee the private provider on behalf of the DALC and Lumpkin County Government. If the provider requests changes or modifications of the project, we will conduct appropriate technical evaluation of the request and advise the DALC and Lumpkin County Government on the issue.

In terms of grant compliance oversight, a key element of our work will be to coordinate with the DALC's provider partner to collect and organize any required progress or performance data; review it on the DALC's behalf; and prepare data and reports for the DALC to submit in advance of any deadlines.

We will leverage our extensive knowledge of the U.S. Department of Commerce's NTIA Broadband Infrastructure Program and augment our existing knowledge of the U.S. Treasury's Coronavirus State and Local Fiscal Recovery Funds guidelines with any requirements established by the State of Georgia. As the DALC's Program Manager, we will be prepared to assist in gathering data, conducting analysis, and preparing draft reports that may include Interim Reports, Project and Expenditure Reports, and Recovery Plan Performance Reports.

In summary, the CTC Program Manager Lead—supported by the CTC team—will act as an independent, expert Program Manager for the DALC and Lumpkin County Government to seek to ensure the provider partner executes on the planned infrastructure project as proposed, and that the DALC and Lumpkin County Government comply with all requirements of their funding.

2. Description of Solutions and Services

At a high level, we will assist the DALC with ongoing tasks required to monitor the private provider partner's project implementation, verify the provider's milestones, oversee modifications to the plans (if any), ensure project and fiscal accountability, and collect data related to:

- Written policies and procedures
- Written standards of conduct
- Risk-based due diligence
- Risk-based compliance monitoring
- Record maintenance and retention

Based on our understanding of DALC's applications to the state and federal government programs, our knowledge of State Fiscal Recovery Act reporting requirements, our knowledge of Federal reporting requirements – such as NTIA's BIP, and our expertise in program and project management related to broadband infrastructure initiatives, we will perform the following tasks at the DALC's direction, and in collaboration with DALC, the County, and your private provider partner.

- Provide technical advisory services related to allowed uses of funds for both state and federal grants
- Respond to questions from and provide formal opinions regarding the eligibility of specific expenses to be covered by funds available from federal, state, and other sources
- Provide expert programmatic and policy advice on both programs
- Develop appropriate documentation to demonstrate compliance with guidance
- Develop processes and documentation requirements around sub-recipient risk assessment, monitoring and management, including training of sub-recipients on funding requirements
- Provide guidance on a technology solution for tracking American Rescue Plan Act and NTIA BIP funding distribution strategy to sub-recipients
- Provide assistance and oversight to facilitate and ensure appropriate progress on agreed-upon deliverables
- Resolve any requests for information, justification, audit findings, and eligibility appeals
- Review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds

- Provide oversight and guidance to seek to ensure compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments as required
- Review and assist with processing payment requests, determining allowable costs
- Assist with preparation of project files and responses to any findings and/or concerns identified during monitoring visits and/or audits by any requesting entity
- Provide grant funding close-out services with a goal of ensuring that funding is retained
- Prepare and review documentation and reports for completeness to ensure eligible work and costs are captured for audit
- Assist with applying for and packaging materials for reimbursement
- Streamline reporting process to ensure continued compliance and provide post award grants administration
- Meet regularly with the provider implementation teams to assess progress and inform reporting, including onsite visits to the project area to ensure quality control measures are in place

3. CTC's Qualifications

CTC offers extensive experience and expertise in all aspects of fiber optic strategic and business planning, public-private partnership planning, feasibility studies, needs assessment, and network engineering—as well as fiber and wireless construction oversight, grant compliance, and network quality assurance/quality control.

Founded in 1983, we deliver independent financial, strategic, and technical, guidance primarily to public and non-profit entities, including state and local governments, non-profit consortia, universities, and cooperative and municipal utilities.

The following are a small, representative sample of past engagements that have included program management and related services. Additional project descriptions are available on request.

State of Georgia

CTC is providing program management services to the Georgia Department of Education as it expands its Georgia Student K-12 Connectivity Grant operations from 448 to more than 3,000 mobile Wi-Fi units (WiFiRangers) to deliver broadband access to unserved and underserved students throughout most of the school districts. Our project implementation role is intended to ensure that School districts can locate and activate the units in areas with the highest data service levels for successful student access.

CTC's project manager—working alongside the mobile carriers and school districts to implement the project—is identifying key issues, gathering the requirements of the school districts, and serving as a point of contact for hundreds of local school districts.

CTC previously conducted a technical and cost analysis of broadband options to reach residents and students in Georgia in areas unserved by broadband. We focused on using Citizens Broadband Radio Service (CBRS), Educational Broadband Service (EBS), and other emerging, available spectrum and technologies that can deliver broadband performance. Our findings, which included an in-depth analysis of three counties, provided high-level strategic and tactical guidance for the State regarding cost drivers, spectrum availability, federal programs, and the viability of deploying specific broadband solutions.

In an earlier engagement, CTC's engineers developed the technical aspects of the Georgia Broadband Deployment Initiative's coverage map petition process in an earlier engagement with the Georgia Technology Authority.[1]

State of Alabama

CTC is delivering program administration, strategic planning, statewide mapping, technical

[1] https://broadband.georgia.gov/petition

review, and other services related to the State of Alabama's statewide broadband efforts.

CTC helped conceive and execute the Alabama Broadband Connectivity for Students program (https://abcstudents.org/)—a $100 million statewide initiative through which the State provided free internet access to more than 200,000 low-income students during the Covid-19 pandemic.

Concurrent with our ABC for Students program administration, we are supporting the State's broadband grant program, which awards funding semi-annually. At the State's request, we review broadband grant applicants' proposals for technical feasibility. We also developed a closeout verification process to certify the awardees' successful completion of their grant-funded buildouts. We perform that technical evaluation at the State's request—analyzing speed, latency, and other network data to ensure the grantee's compliance with the grant requirements prior to grant disbursement.

Earlier, CTC kicked off a broadband strategic planning project in 2020 to help the Alabama Department of Economic and Community Affairs (ADECA) meet the State's broadband planning and deployment goals. Our goal in this engagement are to help ADECA develop a pragmatic, actionable set of strategies that can maximize the impact of the State's broadband infrastructure funds, as well as potential federal grant and other funding, and potential partnership opportunities. Our work also includes engaging the State's 12 economic regions to develop specific broadband plans that will provide a strategy for fulfilling unserved and underserved community needs, network design and implementation, and acquisition of funding through federal or other grant/loan programs.

We researched and developed a set of plans comprising policies, recommendations, and best practices for utilizing the State's broadband grant funding—and leveraging federal and other sources of funding—to enable creation of broadband public-private collaboration at the local level. As part of this effort, we developed new data, including through innovative techniques, then analyzed the data in light of all forms of existing data.

This plan will provide a framework for how the State can use its grant funding—and how it can leverage other sources of funding (including a full range of relevant federal sources, local dollars, and private investment)—to maximize broadband deployment in rural communities and to critical institutions such as libraries across the State and create new opportunity for private internet service providers (ISP). Throughout the engagement, we have been cognizant of the need to identify and evaluate program guardrails to limit the State's risk and protect State funds.

This effort was designed to leverage best practices and lessons learned over the past decade as public-private collaboration in rural broadband has emerged. We sought to develop a partnership strategy that ensures that private entities hold risk—and that the State is not left with undue risk, as in some public-private collaborations.

California State Library

As broadband consultants to the California State Library, we have delivered program management and strategic and technical guidance around a range of issues—including the High-Speed Broadband in California Libraries project, through which the Library (and its partners, CENIC and Califa) have sought to bring high-speed broadband to all California public libraries.

In that ongoing engagement, we have acted as the State Library's trusted adviser on both tactical elements of operating the High-Speed Broadband in California Libraries program and strategic planning for future program operations and enhancements. We have provided project management, grant administration (including oversight of budgets and spend-down efforts, and review and recommendation of grant applications), strategic analysis of broadband funding options (including E-Rate and other federal funding programs), and technical analysis of potential future broadband efforts.

Maryland Inter-County Broadband Network

CTC was the lead engineer, program manager, and project manager for the development of the Maryland Inter-County Broadband Network (ICBN) project—the largest sub-grantee of the One Maryland Broadband Network.

In that role, we designed and engineered approximately 360 miles of ICBN fiber routes for four large counties in the state; oversaw and directed engineering and fiber network construction contractors for the deployment of nearly 800 miles of fiber to 645 anchor institution sites; executed a strong management plan, staffing plan, and quality control plan; maintained the project plan for our work; allocated resources; tracked every aspect of the OSP process; oversaw the budgets and worked with the design team's Project Coordinators to manage deliverables and due dates; and oversaw $100 million in project funding.

During the ICBN design process, we conducted field walk-outs throughout the jurisdictions. We also worked with the State Highway Administration and the county departments of transportation to determine the availability of existing duct and cabinets, and included those in the design to cost-optimize the routes.

We played a key role in developing ICBN design principles such as fiber quantity, storage locations, access points, and building entry; developing bills of materials (BOMs); analyzing design options (e.g., use of aerial versus underground, use of existing infrastructure); and coordinating with the environmental assessment study.

National Capital Region (NCR) Interoperability Program

NCRnet is a regional public safety communications network interconnecting 19 fiber-based government networks in the greater Washington, D.C. region. Our involvement with this project began immediately after 9/11, when we were asked by the Metropolitan Washington Council of Governments CIOs to evaluate the feasibility of such a network; that study later served as the basis of the successful grant application to the Department of Homeland Security. We were also asked to analyze the business cases for build vs. lease for each portion of the network.

Dr. Andrew Afflerbach, CTC's Director of Engineering, served as lead engineer and technical architect for planning and developing NCRnet. CTC performed a comprehensive review of existing technologies and capabilities in the individual jurisdictions, identified potential synergies and standards, and analyzed the jurisdictions' needs for security, availability, and data exchange. NCRnet's physical build-out phase was completed in 2010, followed by network electronics infrastructure upgrades that were completed in 2012.

We have been a trusted adviser and management support to the government project leadership, providing many roles including program management. During the course of our support of NCRnet, we have also performed the following tasks:

- We implemented and now oversee network monitoring systems for NCRnet and the videoconferencing network operated under the U.S. Department of Homeland Security's Urban Area Security Initiative (UASI) ESF-5a Program. The network monitoring systems provide instant notification of network outages and help speed the repair and recovery of NCRnet and the videoconferencing network.
- We developed technical solutions for regional interconnections.
- We provide project management and financial management services.
- We enabled a SharePoint system and wrote a SharePoint user guide.
- We completed a risk assessment and disaster recovery strategy guide for NCRnet.

State of New Mexico

CTC helped conceive and is executing the New Mexico Student Connect program (https://nmstudentconnect.org/schools/)—a statewide initiative through which the State and its local school districts are seeking to ensure internet access for low-income students.

As broadband adviser to the State of New Mexico for many years, CTC has also provided technical and strategic guidance on a range of related issues.

We led the development of the state's application for a U.S. Department of Commerce Economic Development Administration (EDA) grant in fall 2020. The project was awarded $1.5 million in funding in fall 2020, and CTC is collaborating with the State's Department of Information technology on execution. CTC's engineers and analysts will deliver technical assistance for broadband development to local, tribal, and other entities across New Mexico.[2]

[2] "$1,500,000, matched by $375,000 in local investment, to the New Mexico Department of Information Technology, Santa Fe/Santa Fe, New Mexico, to support the New Mexico Department of Information Technology with providing

We are working with DoIT to define and detail the procurement process and evaluation criteria for administering this technical support to eligible entities. Recipient organizations will most likely be selected by their responses to a request for information or request for proposal.

Once entities are selected, CTC's broadband experts will assist with conducting feasibility analyses, developing strategic plans, facilitating community outreach and stakeholder engagement, and identifying technical and financial solutions to deploy broadband within communities across the State to aid in the COVID-19 related recovery and long-term fail-safe planning. This technical assistance support will cost-effectively produce the insights and data that the recipient organizations need to build their broadband planning and deployment capacity and, importantly, provide a robust plan to apply for federal funding to support broadband within their service area or community. In addition to spurring economic development, these efforts could have an enormous impact on alleviating current connectivity challenges and providing a foundation for resilience against future crises.

Earlier, on behalf of the New Mexico Department of Information Technology, we prepared a statewide broadband strategic plan in 2014;[3] we updated that report at the state's request and delivered a revised version in mid-2020.[4] The revised broadband plan outlines current, relevant, strategic and tactical plans to improve the availability of broadband services for as many New Mexico residents and businesses as possible over the coming years.

In addition, CTC has conducted extensive broadband mapping and research over the past decade for DoIT, arming the State with a deep understanding of the areas of greatest need throughout New Mexico. As such, that knowledge extends to an understanding of the private sector market in New Mexico and the Southwest.

The state published our "Broadband for Business Study," which provides recommendations for improving access to affordable and reliable broadband services for businesses in support of economic development.[5] That comprehensive statewide strategic plan included the development of a cost estimate for building fiber to the unserved business areas of the state.

In an earlier engagement, CTC wrote a guidebook for New Mexico's local governments to lead them through the business, financial, and strategic planning necessary to implement city- or county-owned broadband networks.[6]

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technical assistance for broadband development to local, tribal, and other government entities across New Mexico. The program will offer customized technical assistance to eligible applicants with high needs for broadband infrastructure and services. In addition, the project will support the creation of construction jobs, close the student access gap, and develop local infrastructure projects, which will increase resiliency and help the region recover from the economic effects of COVID-19." EDA grant awards, Oct. 5 – 9, 2020, https://www.eda.gov/grants/2020/

[3] http://www.ctcnet.us/wp-content/uploads/2018/04/New-Mexico-Strategic-Plan.pdf

[4] https://www.ctcnet.us/wp-content/uploads/2020/07/New-Mexico-Broadband-Strategic-Plan-20200616.pdf

[5] http://www.ctcnet.us/wp-content/uploads/2017/12/NM-Broadband-for-Business-Study-20170117.pdf

[6] http://www.ctcnet.us/NewMexicoCommunityGuidebook.pdf

4. References

We invite you to contact the following references about the quality, independence, and rigor of our program management work. Many additional references are available on request.

State of Georgia
Bill Price
Formerly: Strategist, Georgia Technology Authority
Current: V.P., Government Solutions, LightBox
(404) 784-7901, wprice@bellsouth.net

CTC is providing program management services to the Georgia Department of Education as it expands its Georgia Student K-12 Connectivity Grant operations from 448 to more than 3,000 mobile Wi-Fi units (WiFiRangers) to deliver broadband access to unserved and underserved students throughout most of the school districts. Our project implementation role is intended to ensure that School districts can locate and activate the units in areas with the highest data service levels for successful student access.

CTC's project manager—working alongside the mobile carriers and school districts to implement the project—is identifying key issues, gathering the requirements of the school districts, and serving as a point of contact for hundreds of local school districts.

State of Alabama
Maureen Neighbors, *Energy Division Chief*
Alabama Department of Economic and Community Affairs
(334) 242-5292, Maureen.Neighbors@adeca.alabama.gov

CTC is delivering program administration, strategic planning, statewide mapping, technical review, and other services related to the State of Alabama's statewide broadband efforts.

CTC helped conceive and execute the Alabama Broadband Connectivity for Students program (https://abcstudents.org/)—a $100 million statewide initiative through which the State provided free internet access to more than 200,000 low-income students during the Covid-19 pandemic.

California State Library
Greg Lucas, *State Librarian*
(916) 420-6336, Greg.lucas@library.ca.gov

As broadband consultants to the California State Library, we have delivered program management and strategic and technical guidance around a range of issues—including the High-Speed Broadband in California Libraries project, through which the Library (and its partners, CENIC and Califa) have sought to bring high-speed broadband to all California public libraries.

5. Project Cost

CTC proposed to perform the tasks described above for a fixed fee of $32,500 per year (i.e., $32,500 for a one-year engagement, $65,000 for a two-year engagement), based on our understanding that:

1. The hours per week will vary depending on the status of the project, but that DALC anticipates an average requirement of approximately 5 hours per week for the duration of the project.
2. A signed contract must be in place before work can begin.
3. A CTC staff member will conduct a site visit approximately once per month, for a total of up to 12 visits per year. All travel costs are included in the stated fixed fee.
4. We will bill in quarterly installments that coincide with the DALC's required reporting.

For any additional tasks requested by the DALC that are beyond the scope of this project, we will bill our work at the following hourly rates:

Labor Category	Rate
Chief Technology Officer	$275
Director of Business Consulting	$275
Principal Engineer	$250
Senior Engineer	$225
Staff Engineer	$200
Principal Analyst	$250
Senior Analyst	$225
Staff Analyst	$200
Aide	$105

6. Project Personnel

CTC has a team of 67 engineers, analysts, GIS specialists, project managers, technical writers, technicians, and support staff. The following are brief descriptions of our lead Program Manager and a sample of the team members who will support the engagement as needed. Resumes for each are attached in Appendix A below, and additional staff resumes are available on request.

Program Manager Lead

CTC's Program Manager Lead will be Mitch Hergett, a Principal Engineer with deep experience in fiber infrastructure planning, engineering, permitting, construction oversight, outside plant field surveying, quality assurance, and reporting.

Mitch is an experienced communications engineer who specializes in the design and implementation of broadband (video, voice, and data) telecommunications networks. His work focuses on project management and engineering analysis for public sector clients.

As one example, Mitch provides ongoing project management support and engineering analysis for Anne Arundel County, Maryland's fiber network. He supports day-to-day operations and the County's initiatives to expand the network.

Mitch's work also includes internal project management for many of CTC's consulting and engineering projects. In this role, he acts as the point person for clients nationwide; schedules CTC tasks and teams; and tracks project deliverables. Mitch has recently performed this work for CTC's projects in the cities of Seattle, San Francisco, and Virginia Beach.

Supporting Staff

CTC's Program Manager Lead will be supported as needed by CTC's highly experienced, multidisciplinary team—including financial analysts, network engineers, outside plant engineers, technical writers. The following are brief biographies of key team members; resumes are included in Appendix A below.

Joanne Hovis, *President,* is a nationally recognized authority on local broadband market forces, as well as innovative strategies for collaboration and partnership among the public and private sectors. Since 1997, she has directed CTC consulting services related to strategic planning, business modeling, and financial analysis for hundreds of clients nationwide.

Joanne has extensive experience conducting market assessments and developing business case and business model scenarios for public sector broadband initiatives. She also guides clients on federal and state broadband grant, loan, and universal service programs such as ReConnect, E-Rate, and the Healthcare Connect Fund. She leads the CTC team that advised the states of Connecticut, Kansas, Kentucky, Massachusetts, and New Mexico, the cities of San Francisco, Seattle, and Washington, D.C., and the statewide broadband networks in Maryland and Pennsylvania.

An attorney by training, Joanne is an experienced and polished communicator who has presented project reports, facilitated work sessions, managed stakeholder outreach efforts, and provided briefings for technical and non-technical audiences—including state legislatures, city and county councils, mayors of major American cities, and state and federal agencies and commissions.

Joanne has testified before Congress on many occasions regarding rural broadband, public-private networking strategies, and infrastructure solutions for bridging digital divides. She has provided expert presentations to the Federal Communications Commission, the U.S. Conference of Mayors, the National League of Cities, and other national organizations. She has been an invited facilitator and presenter at White House events on broadband.

Joanne is a member of the boards of directors of the Benton Foundation, Consumer Reports, and the Fiber Broadband Association. She is a former board president of the National Association of Telecommunications Officers and Advisors (NATOA).

Andrew Afflerbach, Ph.D., P.E., ***Chief Technology Officer***, has designed fiber optic and wireless networks for states, large cities, and regions. He conceived and developed the super-regional interoperable fiber optic network in the National Capital Region (including the District of Columbia, Maryland, Virginia, and 22 large local communities).

Andrew served as technical adviser to the government of New Zealand in its nationwide FTTP initiative, where he developed the reference architecture for the effort and led the specification and procurement strategy.

Andrew oversees all CTC engineering and GIS work; under his leadership, our mapping team has developed extensive data collection and machine learning methodologies to understand broadband deployment patterns and services. Andrew is a licensed professional engineer and an experienced network planner who understands the business and financial implications of various network designs.

A current member of the FCC’s Broadband Deployment Advisory Committee (BDAC) Disaster Response and Recovery Working Group, and a former member of SAFECOM, Andrew has supported the District of Columbia and other clients on FirstNet planning. He led the CTC team that researched and wrote a “Network Resiliency and Security Playbook” on behalf of the National Institute for Hometown Security (NIHS), under a contract with the Department of Homeland Security’s Office of Infrastructure Protection (DHS/IP). This Playbook was written to help local and state governments adopt best practices for preventing significant communications infrastructure failures and stopping or mitigating intrusions, hacking, and other disruptions of communications networks. The target audiences for this Playbook include information technology (IT) leaders and staff—the government employees who are responsible for implementing, operating, and maintaining IT systems—and the users of those government networks, including first responders.

Matthew DeHaven, *V.P. for Fiber & Infrastructure,* has designed thousands of miles of outside plant fiber networks in urban and rural geographies across 10 states. He is currently managing the deployment of a fiber-to-the-premises network in Westminster, Maryland. He previously served as the Portfolio Manager for the One Maryland Inter-County Broadband Network; as the lead technical consultant on that project, he oversaw the use of approximately $100 million in grant and matching funds to build approximately 800 miles of fiber optics and directly connect approximately 650 community anchor institutions, including schools, libraries, government buildings, community colleges, and public safety agencies.

Heather Mills, *V.P. for Grant and Funding Strategies*, leads CTC's grant compliance and oversight engagements. She also works to identify, strategize, apply for, and comply with the requirements of federal and state broadband funding opportunities. She currently is analyzing program opportunities and requirements, and advising clients on strategic approaches to the range of broadband funding opportunities in the CARES Act, the 2021 Consolidated Appropriations Act, and the American Rescue Plan Act.[7] She has long experience with programs run by the Universal Service Administrative Co. (USAC), the U.S. Department of Agriculture (USDA), the Appalachian Regional Commission, and the U.S. Department of Commerce. She has also worked to navigate the New Market Tax Credit program. Heather advises E-Rate applicants/consortia and public sector/non-profit providers that require training, strategic guidance, and support with RFPs. She advises on RFP responses and reviews filings for compliance. She is author of an E-rate guidebook for non-profit and municipal providers and co-author of a guide to E-rate for libraries that was commissioned by the Knight Foundation. Additionally, she works to assist with post-award processes such as developing grant management policies and appealing funding decisions.

Ziggy Rivkin-Fish, CGEIT, *V.P. for Broadband Strategy*, has particular expertise in governance, multi-agency/ multi-stakeholder processes and planning, IT processes, and network management oversight. He specializes in building frameworks for effective governance of public sector communications and IT projects with a focus on long-term viability and sustainability of operations. With a master's degree in organizational sociology from Princeton University and certification in Governance of Enterprise IT, Ziggy has advised multiple public clients on structuring themselves to manage IT departments and fiber optic network services.

Karen White, *V.P. for Client Solutions,* will be CTC's project manager. She has been working with the State of New Mexico DoIT over the past several years managing the broadband strategic plan and the current technical support projects. Karen also was instrumental in preparing the $1.5 million EDA grant application for technical support for broadband planning.

She has managed several other large-scale projects at CTC, including the development of a statewide small cell wireless strategic plan and technical standards for the Texas Department of

[7] See, for example: https://www.ctcnet.us/blog/four-strategic-steps-your-community-can-take-now-to-prepare-for-ntias-new-broadband-grant-programs/

Transportation, our work on the City of Boston's fiber and wireless initiatives, and the preparation of several grant applications to the USDA's ReConnect Program, including the successful Grant County, OR application.

Karen has more than 25 years of experience in municipal, commercial, and public safety telecommunications. Her background includes the planning, design, procurement, and implementation of wireless broadband systems and small cells; public safety land mobile radio (LMR) communications systems; business case analysis; project management; and engineering management of wireless technology teams. She also has extensive experience in communications software engineering management, requirements analysis, design, and development.

Karen has served as project manager, technical and policy advisor, and business analyst for many high-profile, multi-million-dollar communications systems projects for states, municipalities, and large transit clients. These projects included technology assessments, client requirements discovery, alternatives analysis, system design, system procurement, and implementation tasks. She is familiar with federal, state, and local policy affecting broadband communications, including FCC orders regarding wireless sitings and attachments.

As a member of SAFECOM, under the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA), Karen represents the National Association of Telecommunications Officers and Advisors. She supports SAFECOM's mission to collaborate with emergency responders and elected officials to improve emergency communications interoperability. Karen has contributed to numerous SAFECOM products and has supported the direction of the committee. She is also a member of the National Public Safety Telecommunications Council's (NPSTC) Executive Board, chairs NPSTC's Technology and Broadband Committee, and co-chairs the Broadband Emerging Technologies Working Group.

Marc Schulhof, *Principal Analyst and Director of Editorial Services*, has 25 years of experience in technical writing, financial journalism, and corporate communications. He previously was the worldwide editor-in-chief of CIO program websites at IBM, a global editor at PricewaterhouseCoopers Consulting, and an associate editor at *Kiplinger's Personal Finance* magazine. He specializes in writing project deliverables that make complex technical and financial analyses more easily accessible to non-technical audiences.

Jim Zimmermann, GSEC, PMP, *Principal Engineer*, is a network and security system engineer and technical project manager with 25+ years of professional services experience. His breadth of engineering and operational experience coupled with effective communication skills makes him a highly versatile contributor. Jim has successfully led challenging projects in a variety of customer environments, including commercial enterprise; federal, state, and local governments; and telecommunications providers in the mobile, fixed wireless, and cable industries.

Diversity of CTC's Workforce

CTC has a total workforce of 70 employees. Of that total, 40 percent are female and 10 percent are minorities. We are an equal opportunity/affirmative action employer.

7. Subcontractors

CTC employees will perform all tasks. We will not use any subcontractors.

Appendix A: CTC Project Personnel Resumes

Joanne S. Hovis | President

Joanne Hovis is a nationally recognized authority on broadband markets and on the evolving role of public–private partnerships in the provision of communications services to the public. For more than 20 years, she has overseen directed CTC's consulting services related to strategic planning, market analysis, business modeling, and financial analysis for localities, states, and tribal governments throughout the country.

Joanne leads the CTC teams that advise the states of Alabama, Connecticut, Nebraska, New Mexico, and New York; the cities of Atlanta, Boston, San Francisco, Seattle, and Washington, D.C.; and the statewide broadband networks in Colorado, Maryland, and Pennsylvania. She also leads CTC's advisory work regarding federal broadband funding programs such as E-Rate, ReConnect, the Connect America Fund, the Rural Digital Opportunity Fund, and the Healthcare Connect Fund.

Joanne has testified on multiple occasions before Congress on rural broadband, broadband public-private partnerships, and the digital divide, and has provided expert presentations to the Federal Communications Commission, the U.S. Conference of Mayors, the National League of Cities, and other national organizations.

Joanne is also CEO of the Coalition for Local Internet Choice (CLIC) and a member of the boards of directors of the Benton Institute for Broadband & Society, Consumer Reports, and the Fiber Broadband Association. She is a former president of the National Association of Telecommunications Officers and Advisors (NATOA).

<u>Public–Private Partnership Planning and Negotiations</u>

Joanne has spearheaded projects that explore a range of business models by which local and state governments can leverage their assets to build or expand fiber networks, and to incentivize private sector broadband expansion.

- Joanne has provided extensive business planning, market assessment, and strategic planning for the City and County of **San Francisco** over a dozen years. She played a key role in the project team that developed an innovative partnership strategy for deploying a ubiquitous fiber-to-the-premises network. In an earlier project that laid the groundwork for the city's current efforts, Joanne conducted an independent evaluation of the feasibility of San Francisco constructing and operating such a network.
- Joanne advises the State of **Alabama** Department of Economic and Community Affairs regarding Broadband public-private partnerships and planning. She designed the State of **New Mexico** Department of Information Technology's strategy for grant funding of public-private partnerships in rural broadband. She has developed strategy for broadband public-private partnerships for the Departments of Transportation for the state of **Delaware, Nebraska, Texas, and New Mexico**.
- Joanne has been the strategic and business planning consultant to numerous smaller cities as they have planned and negotiated broadband public-private partnerships, including the **city of Tacoma, WA**; **Westminster, MD**; and the **Urbana-Champaign Big Broadband Coalition** (University of Illinois and the cities of Champaign and Urbana). For these projects, she developed strategy to enable the communities to identify a private partner that would finance and operate fiber deployment and expansion. She evaluated potential partners' proposals, then helped

negotiate win-win partnerships that reduce risk to both parties and ensure achievement of economic development and digital inclusion goals.

Business Planning and Feasibility Analysis

Joanne is sought nationwide as an expert in municipal broadband business models and planning. Among the projects she has led are the following CTC engagements:

- Joanne advised the **City of Atlanta** on strategic and tactical approaches it can take to plan, build, and operate its own fiber network to cost-effectively serve its internal needs, promote private sector broadband investment, and enable competition in the City's residential and business broadband markets. She assisted the City in its discussions with telecommunications providers about options for joint build and partnership.
- Joanne advised the **City of Seattle** regarding business planning strategies for a citywide fiber enterprise and facilitating equitable access to wireless broadband services. In her report on citywide fiber, she analyzed the public subsidies a network would require and delivered a full assessment of opportunities and risks. The report included an internal needs analysis, statistically significant market research, an assessment of competing services and technologies, and an evaluation of the business case and financial risks. Joanne led further analysis of the benefits of FTTP beyond the traditional balance sheet, including cost avoidance.
- Joanne advises the **State of New Mexico's Department of Information Technology** on broadband planning. She developed the state's broadband strategic plan and a guidebook for New Mexico's local governments on the business, financial, and strategic planning necessary to implement city- or county-owned broadband networks. The guidebook discusses strategies for exploring public-private partnerships to facilitate broadband expansion.
- Joanne supported the **State of Kansas Department of Commerce** on a needs assessment of the state's network infrastructure. She conducted major market surveys of core sectors across the state (residents, businesses, and community anchor institutions) to evaluate the current uses and needs of broadband infrastructure. She also developed a strategy for the evolution of the state-created broadband program that serves schools, hospitals, libraries, and higher education institutions.
- Joanne has advised officials in the **District of Columbia** government on a range of telecommunications and fiber optic projects for almost a decade. She worked with the Office of the Chief Technology Officer to create a business plan and strategy for building a municipal fiber optic network with a wireless overlay in the least-served wards of the city**.** She performed a business case and technology analysis for DC-Net, a fiber optic telecommunications network that provides voice and data services for the District. She analyzed governmental, educational, and public safety uses of the network.
- Joanne devised a business strategy and wrote a business plan for **KINBER**, the statewide backbone and middle-mile fiber infrastructure focused on the higher education and healthcare sectors in Pennsylvania. One highlight of the KINBER strategy was developing an actionable plan to increase early cash flow.
- Joanne developed a broadband feasibility study for **Garrett County, Maryland**, with a focus on maximizing the benefits and use of the state's grant-funded fiber backbone. That initial analysis led to strategic planning and support for the county's successful Appalachian Regional

Commission grant funding and a pioneering public-private partnership that has deployed TV White Spaces wireless service to unserved rural parts of the county.

Federal Funding and Grant Planning

Joanne's expertise includes the funding opportunities available to local, state, and tribal governments and public-private partnerships through the federal government and other sources. She has guided clients through project planning, application writing, and fund management. Her work on behalf of clients has included successful applications for funding from a range of agencies, including the FCC/USAC, Rural Utilities Service, National Telecommunications and Information Administration, the Appalachian Regional Commission, and the Department of Homeland Security.

Speaking and Advocacy

Joanne is in wide demand as a speaker and expert source on broadband deployment and public–private partnership issues. She has testified before the U.S. Congress on matters of broadband deployment and policy; has been interviewed by publications including *Business Week*, *The Washington Post*, *The New Yorker*, and *The Baltimore Sun*; and has been featured on C-SPAN's "The Communicators."

She has provided expert presentations to the Federal Communications Commission, the U.S. Conference of Mayors, the National League of Cities, the Broadband Communities Summit, Technology Policy Summit, the University of Illinois, Case Western Reserve University, the New America Foundation, and the Congressional Internet Caucus.

EDUCATION

***Juris Doctor*, with honors**, University of Chicago Law School, 1994
***Bachelor of Arts*, with distinction**, University of Wisconsin, Madison, 1990

ORGANIZATIONS

- Coalition for Local Internet Choice, CEO
- Benton Institute for Broadband & Society, Director
- Fiber Broadband Association, Director
- Consumer Reports, Director
- United States Unified Community Anchor Network, Task Force on Community Anchor Network Economic Models, Charter Member
- National Association of Telecommunications Officers and Advisors, Past President

PRIOR TO COMING TO CTC IN 1997

1996–1997	Litigation/Communications Attorney Mintz, Levin, Cohn, Ferris, Glovsky, & Popeo P.C., Washington, D.C.
1994–1996	Litigation Attorney Jenner & Block, Chicago

SELECTED PUBLICATIONS

- "Public Infrastructure, Private Service: A Shared-Risk Partnership Model for 21st Century Broadband Infrastructure," published by the Benton Institute for Broadband & Society, October 2020
- "The Broadband Lifeline in a Pandemic: How Your Community Can Quickly Connect the Unconnected," CTC Technology & Energy, April 2020

- "Closing the Digital Divide: Broadband Infrastructure Solutions," Testimony Before the United States House of Representatives Committee on Energy and Commerce Subcommittee on Communications and Technology, January 2018
- "Leaping the Digital Divide: Encouraging Policies and Partnerships to Improve Broadband Access Across North Carolina," co-author, published by the North Carolina League of Municipalities, 2018
- "The Emerging World of Broadband Public–Private Partnerships: A Business Strategy and Legal Guide," co-author, published by the Benton Foundation, 2017
- "The Atomic Age of Data: Policies for the Internet of Things," contributor as participant at the Aspen Institute Conference on Communications Policy, 2015
- "The Art of the Possible: An Overview of Public Broadband Options," published by the New America Foundation, 2015
- "Better Communities through Better Broadband: A Coalition of Public and Private Interests Affirms the Need for Local Internet Choice," Benton Foundation Blog, 2015
- "The Killer App for Local Fiber Networks," *Broadband Communities* magazine, November/December 2014
- "Gigabit Communities: Technical Strategies for Facilitating Public or Private Broadband Construction in Your Community," 2014
- "How communities can facilitate fiber construction," Google Fiber Blog, 2014
- "Facilitating Broadband Construction," *Broadband Communities* magazine, January/February 2014

Andrew Afflerbach, Ph.D., P.E. | CEO and Chief Technology Officer

Dr. Andrew Afflerbach specializes in the planning, designing, and implementation oversight of broadband communications networks, smart cities strategies, and public safety networks. His expertise includes state-of-the-art fiber and wireless technologies, the unique requirements of public safety networks, and the ways in which communications infrastructure enables smart and connected applications and programs for cities, states, and regions.

Andrew has planned and designed robust and resilient network strategies for dozens of clients, including state and local governments and public safety users. He has delivered strategic technical guidance on wired and wireless communications issues to cities, states, and national governments over more than 20 years. He has advised numerous cities and states, including New York City, San Francisco, Seattle, Atlanta, Washington, D.C., and Boston, and served as a senior adviser to Crown Fibre Holdings, the public entity directing New Zealand's national fiber-to-the-home project.

In addition to designing networks, Andrew testifies as an expert witness on broadband communications issues. And he is frequently consulted on critical communications policy issues through technical analyses submitted to the Federal Communications Commission (FCC) and policymakers. He has prepared white papers on:

- Streamlining deployment of small cell infrastructure by improving wireless facilities siting policies
- Limiting interference from LTE-U networks in unlicensed spectrum
- Developing technical frameworks for wireless network neutrality
- Estimating the cost to expand fiber to underserved schools and libraries nationwide
- Conducting due diligence for the IP transition of the country's telecommunications infrastructure

As CTC's Chief Technology Officer, Andrew oversees all technical analysis and engineering work performed by the firm. He has a Ph.D. and is a licensed Professional Engineer.

Wireless Network Planning and Engineering

Applying the current state of the art—and considering the attributes of anticipated future technological advancements such as "5G"—Andrew has developed candidate wireless network designs to meet the requirements of clients including the cities of Atlanta, San Francisco, and Seattle. In a major American city, Andrew led the team that evaluated wireless broadband solutions, including a wireless spectrum roadmap, to complement potential wired solutions.

In rural, mountainous Garrett County, Maryland, Andrew designed and oversaw the deployment of an innovative wireless broadband network that used TV white space spectrum to reach previously unserved residents. To enhance public internet connectivity, Andrew provides technical oversight on CTC's Wi-Fi-related projects, including the design and deployment of Wi-Fi networks in several parks in Montgomery County, Maryland.

Andrew also advises local and state government agencies on issues related to wireless attachments in the public rights-of-way; he leads the CTC team that supports the Texas Department of Transportation (TxDOT) and many large counties on wireless attachment policies and procedures.

Public Safety Networking

Andrew leads the CTC team providing strategic and tactical guidance on FirstNet (including agency adoption and other critical decision-making) for the State of Delaware and Onondaga County, New York. In the District of Columbia, he and his team evaluated the financial, technical, and operational impact of building the District's own public safety broadband network, including the design of an LTE system that provided public-safety-level coverage and capacity citywide. This due diligence allowed the District to make an informed decision regarding opting in or out of the National Public Safety Broadband Network.

Andrew currently is working with the State of Delaware to evaluate LTE coverage gaps throughout the state to assist agencies in their choice of public safety broadband networks. On the state's behalf, he and his team are also conducting outreach to AT&T and other carriers to evaluate their public safety offerings. He is performing similar work as part of CTC's engagement with El Paso County, Colorado.

Earlier, Andrew led the CTC team that identified communications gaps and evaluated potential technical solutions for the Baltimore Urban Area Security Initiative (UASI), a regional emergency preparedness planning effort funded by the U.S. Department of Homeland Security (DHS).

He previously served as lead engineer and technical architect for planning and development of NCRnet, a regional fiber optic and microwave network that links public safety and emergency support users throughout the 19 jurisdictions of the National Capital Region (Washington, D.C. and surrounding jurisdictions), under a DHS grant. He wrote the initial feasibility studies that led to this project for regional network interconnection.

Fiber Network Planning and Engineering

Andrew has architected and designed middle- and last-mile fiber broadband networks for the District of Columbia (Washington, D.C.); the city of San Francisco; the Delaware Department of Transportation; the Maryland Transportation Authority; and many large counties.

He oversaw the development of system-level broadband designs and construction cost estimates for the cities of Atlanta, Boston, Boulder, Palo Alto, Madison, and Seattle; the states of Connecticut and Kentucky; and many municipal electric providers and rural communities. He is overseeing the detailed design of the city-built fiber-to-the-premises (FTTP) networks in Westminster, Maryland; Alford, Massachusetts; and Holly Springs and Wake Forest, North Carolina.

In Boston, Andrew led the CTC team that developed a detailed RFP, evaluated responses, and participated in negotiations to acquire an Indefeasible Right of Use (IRU) agreement with a fiber vendor to connect schools, libraries, public housing, and public safety throughout the City. This approach was designed to allow the City to oversee and control access and content among these facilities.

Smart Grid

Andrew and the CTC team provided expert testimony and advisory services to the Public Service Commission of Maryland regarding Advanced Metering Infrastructure (AMI). CTC provided objective guidance to the staff as it evaluated AMI applications submitted by three of the state's investor-owned utilities (IOUs). This contract represented the first time the PSC staff had asked a consultant to advise them on technology—a reflection of the lack of standards in the Smart Grid arena.

Broadband Communications Policy Advisory Services

Andrew advises public sector clients and a range of policy think tanks, U.S. federal agencies, and non-profits regarding the engineering issues underlying key communications issues. For example, he:

- Provided expert testimony to the FCC in the matter of the preparation of the **national broadband plan** as a representative of the National Association of Counties (NACo) and the National Association of Telecommunications Officers & Advisors (NATOA).
- Served as expert advisor regarding broadband deployment to the U.S. Conference of Mayors, NACo, National League of Cities, Public Knowledge, New America Foundation Open Technology Institute, and NATOA in those organizations' filings before the FCC in the matter of determination of the deployment of a **national, interoperable wireless network in the 700 MHz spectrum**.
- In connection with the FCC's ongoing **Open Internet proceeding**, advised the New America Foundation regarding the technical pathways by which "any device" and "any application" regimes could be achieved in the wireless broadband arena as they have been in the wireline area.
- Provided expert technical advice on the **700 MHz broadband and AWS-3 proceedings** at the FCC for the Public Interest Spectrum Coalition (including Free Press, the New America Foundation, Consumers Union, and the Media Access Project).
- Served as technical advisor to the **U.S. Naval Exchange** in its evaluation of vendors' broadband communications services on U.S. Navy bases worldwide.
- Advised the **U.S. Internal Revenue Service** regarding the history of broadband and cable deployment and related technical issues in that agency's evaluation of appropriate regulations for those industries.
- Advised the Stanford Law School Center for Internet and Society on the technical issues for their briefs in the ***Brand X* Supreme Court appeal** regarding cable broadband.

Broadband Communications Instruction

Andrew has served as an instructor for the U.S. Federal Highway Association/National Highway Institute, the George Washington University Continuing Education Program, the University of Maryland Instructional TV Program, ITS America, Law Seminars International, and the COMNET Exposition. He developed curricula for the United States Department of Transportation.

He taught and helped develop an online graduate-level course for the University of Maryland. He developed and taught communications courses and curricula for ITS America, COMNET, and the University of Maryland. His analysis of cable open access is used in the curriculum of the International Training Program on Utility Regulation and Strategy at the University of Florida.

Andrew has also prepared client tutorials and presented papers on emerging telecommunications technologies to the National Fire Protection Association (NFPA), NATOA, the National League of Cities (NLC), the International City/County Management Association (ICMA), and the American Association of Community Colleges (AACC). He taught college-level astrophysics at the University of Wisconsin.

EMPLOYMENT HISTORY

1995–Present	CEO/Chief Technology Officer, CTC Previous positions: Director of Engineering, Principal Engineer, Senior Scientist
1990–1996	Astronomer/Instructor/Researcher University of Wisconsin–Madison, NASA, and Swarthmore College

EDUCATION

Ph.D., Astronomy, University of Wisconsin–Madison, 1996

- NASA Graduate Fellow, 1993–1996. Research fellowship in astrophysics
- Elected Member, Sigma Xi Scientific Research Honor Society

Master of Science, Astronomy, University of Wisconsin–Madison, 1993
Bachelor of Arts, Physics, Swarthmore College, 1991

- Eugene M. Lang Scholar, 1987–1991

PROFESSIONAL CERTIFICATIONS/LICENSES

Professional Engineer, states of California, Delaware, Georgia, Illinois, Maryland, and Virginia

HONORS/ORGANIZATIONS

- Disaster Response and Recovery Working Group, FCC's Broadband Deployment Advisory Committee (BDAC)
- Association of Public-Safety Communications Officials (APCO)
- Board of Visitors, University of Wisconsin Department of Astronomy
- National Association of Telecommunications Officers and Advisors (NATOA) Technology and Public Safety Committees
- Armed Forces Communications and Electronics Association (AFCEA)
- Society of Cable and Telecommunications Engineers (SCTE)
- Institute of Electrical and Electronic Engineers (IEEE)
- Charleston Defense Contractors Association (CDCA)

SELECTED PUBLICATIONS, PRESENTATIONS, and COURSES

- "The Broadband Lifeline in a Pandemic: Strategies for Provisioning Fast Internet Service to the Most Remote Rural Areas," March 2020
- "The Broadband Lifeline in a Pandemic: Strategies for Provisioning Broadband to Temporary Emergency Sites," March 2020
- "The Broadband Lifeline in a Pandemic: How Your Community Can Quickly Deploy Free Wi-Fi to Meet Urgent Needs at Public Housing and Other Locations," March 2020
- "Small Cell Standards and Processes: Protecting Community Assets, Interests, and Public Safety," prepared for NATOA, Feb. 2019
- "SB 937: Wireless Facilities – Installation and Regulation," Testimony before the State of Maryland Senate, Feb. 2019
- "HB 654: Wireless Facilities – Installation and Regulation," Testimony before the State of Maryland General Assembly, Feb. 2019
- "The Three "Ps" of Managing Small Cell Applications: Process, Process, Process," Dec. 2018
- Declaration in Response to FCC's Order, "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment," prepared for the Smart Communities and Special Districts Coalition, filed with the FCC, Sept. 2018
- Declaration in Response to the Proposed T-Mobile/Sprint Merger, prepared for the Communications Workers of America, filed with the FCC, Aug. 2018
- "A Model for Understanding the Cost to Connect Anchor Institutions with Fiber Optics" (co-author), prepared for the Schools, Health & Libraries Broadband Coalition, Feb. 2018

- “How Localities Can Prepare for—and Capitalize on—the Coming Wave of Public Safety Network Construction,” Feb. 2018
- “Network Resiliency and Security Playbook” (co-author), prepared for the National Institute of Hometown Security, Nov. 2017
- “Mobile Broadband Service Is Not an Adequate Substitute for Wirelines” (co-author; addressing the limitations of 5G), prepared for the Communications Workers of America, Oct. 2017
- “Technical Guide to Dig Once Policies,” April 2017
- “Streamlining Deployment of Small Cell Infrastructure by Improving Wireless Facilities Siting Policies,” prepared for the Smart Communities Siting Coalition, filed with the FCC, March 2017
- “How Localities Can Improve Wireless Service for the Public While Addressing Citizen Concerns,” Nov. 2016
- “LTE-U Interference in Unlicensed Spectrum: The Impact on Local Communities and Recommended Solutions,” prepared for WifiForward, Feb. 2016
- “Mobile Broadband Networks Can Manage Congestion While Abiding by Open Internet Principles,” prepared for the New America Foundation’s Open Technology Institute – Wireless Future Project, filed with the FCC, Nov. 2014
- “The State of the Art and Evolution of Cable Television and Broadband Technology,” prepared for Public Knowledge, filed with the FCC, Nov. 2014
- “A Model for Understanding the Cost to Connect Schools and Libraries with Fiber,” prepared for Schools, Health & Libraries Broadband Coalition, filed with FCC, Oct. 2014
- “The Art of the Possible: An Overview of Public Broadband Options,” prepared jointly with the New America Foundation’s Open Technology Institute, May 2014
- “Understanding Broadband Performance Factors,” with Tom Asp, *Broadband Communities* magazine, March/April 2014
- “Engineering Analysis of Technical Issues Raised in the FCC’s Proceeding on Wireless Facilities Siting,” filed with the FCC (http://apps.fcc.gov/ecfs/document/view?id=7521070994), Feb. 2014
- “A Brief Assessment of Engineering Issues Related to Trial Testing for IP Transition,” prepared for Public Knowledge and sent to the FCC as part of its proceedings on Advancing Technology Transitions While Protecting Network Values, Jan. 2014
- “Gigabit Communities: Technical Strategies for Facilitating Public or Private Broadband Construction in Your Community,” prepared as a guide for local government leaders and planners (sponsored by Google), Jan. 2014
- “Critical Partners in Data Driven Science: Homeland Security and Public Safety,” submitted to the *Workshop on Advanced Regional & State Networks (ARNs): Envisioning the Future as Critical Partners in Data-Driven Science*, Internet2 workshop chaired by Mark Johnson, CTO of MCNC, Washington, D.C., April 2013
- “Connected Communities: How a City Can Plan and Implement Public Safety & Public Wireless,” submitted to the International Wireless Communications Exposition, Las Vegas, March 2013
- “Cost Estimate for Building Fiber Optics to Key Anchor Institutions,” prepared for submittal to the FCC by NATOA and SHLB, Sept. 2009

Matthew DeHaven | V.P., Fiber & Infrastructure

Matthew DeHaven specializes in wired and wireless communications and broadband telecommunications technology for public safety and other local government and institutional needs. He has 20 years of engineering experience designing, developing, installing, and overseeing construction and integration of middle-mile and fiber-to-the-premises (FTTP) networks. His work focuses on local and wide area networks for institutional, public safety, and Intelligent Transportation System (ITS) applications.

Matt has experience at many levels of wired and wireless network design, procurement, and implementation for high-capacity metropolitan-area networks. He leads network designs and the preparation of specifications for competitive bid processes and serves as project manager overseeing implementation and testing for a wide range of CTC's local and state government clients.

Matt also prepares designs and cost models to support decision-makers in the deployment of a range of wireless and wireline data network technologies. He serves as CTC's lead engineer on numerous wide area network projects. Among many other projects, he served as a primary technical architect for the 19-jurisdiction fiber optic/microwave network deployed in the National Capital Region (NCRnet) to support public safety interoperable communications.

Wireless Communications

Applying the current state of the art—and considering the attributes of anticipated future technological advancements such as "5G"—Matt has developed candidate wireless network designs to meet the requirements of clients including the cities of Atlanta, San Francisco, and Seattle. In a major American city, he supported the CTC team that evaluated wireless broadband solutions, including a wireless spectrum roadmap, to complement potential wired solutions.

Matt assesses clients' existing and projected communications needs and recommends potential strategies for using established and emerging wireless technologies to enhance and improve network operations and services. Some select examples of his ongoing and past projects include:

- Overseeing the Delaware Department of Transportation's (DelDOT) deployment of a 4.9 GHz point-to-multipoint wireless network for traffic device interconnection and public safety communications. That high-speed, high-capacity wireless deployment connects DelDOT's fiber network to critical and high-bandwidth devices located in remote areas unserved by fiber.
- Developing the wireless engineering elements of broadband deployment feasibility analyses for the City of Baltimore and other major American cities.
- Developing a strategic plan for a wireless data network to meet public safety and local government needs in Seattle, WA. CTC previously conducted a feasibility study that identified these needs.
- Providing engineering support for the deployment of a citywide 4.9 GHz public safety radio mesh network for the City of Port Angeles, WA. CTC conducted a needs assessment of the city's network and reviewed public safety mobile data communications considerations, which led to the development of network specifications and overseeing the procurement for the expansion of the city's fiber network and a citywide wireless network serving both public safety and public access needs.
- Assessing the city of Cincinnati's networks and recommending updates to the city's long-term strategic plan. This project involved assessing and identifying new department and network

application needs, assessing the current networks to meet identified needs, assessing emerging fiber and wireless technologies, recommending wireless strategies, and providing recommendations and strategies for meeting foreseeable needs.

- Designing a broadband wireless network for Annapolis, MD, that provides connectivity for a citywide video surveillance system. The network was designed to provide high-degrees of security and has substantial reserve capacity to support the addition of new video requirements, expand toll-quality IP-based voice and data services, and, potentially, provide backhaul for a future mobile wireless solution.
- Overseeing the development of an infrastructure plan to support the implementation of Wi-Fi services throughout a downtown area targeted for economic development in Rockville, MD. The plan focuses on deploying a flexible architecture of physical support infrastructure to enable a wide range of wireless connectivity options for visitors, residents, and business tenants while maintaining the aesthetics of the development.
- Researching current and future wireless technologies and evaluating the feasibility of implementing a secure public safety wireless network in Prince George's County, MD. Designed and implemented a pilot project to test the feasibility of a public safety network. A successful solution was deployed to enable Mobile Data Computers in emergency response vehicles to securely roam from a carrier CDMA network to private, County-operated Wi-Fi hotspots.

Public Safety Networking

In addition to supporting the design and deployment of NCRnet, Matt is the lead engineer responsible for one of the key applications leveraging this regional network. Matt is responsible for the design, implementation, and ongoing operations of a regional videoconferencing network supporting Emergency Management among the 21 jurisdictions in the National Capital Region (DC, MD, VA). CTC developed the systems' designs and oversaw implementation under a grant from the Department of Homeland Security Urban Areas Security Initiative (UASI). This network now serves thousands of end users, integrated tightly with the ever-growing videoconferencing and VoIP systems leveraged by these jurisdictions.

In Anne Arundel County, MD, Matt assisted with the deployment of traffic surveillance cameras. He provided analysis of candidate technical solutions for cameras using the County's high-speed fiber-optic I-Net to transport video and control signals, developed system specifications, and oversaw the implementation of the County's video surveillance capabilities.

Matt was also involved in the planning and implementation of a statewide network in Delaware that provides traffic information and traffic control capabilities to transportation management facilities. Such a network allows remote control of traffic signal systems and variable message displays, while providing real-time traffic surveillance in the form of video images and microwave sensor data. He has developed expertise in the numerous forms of technology used in this type of project, ranging from fiber optics to wireless digital spread-spectrum communications.

Matt served as CTC's lead engineer for the Delaware Department of Transportation's Advanced Traffic Advisory Radio System, the first Advanced TARS system in the country. He trained on-site staff, specified and installed new equipment, and monitored system performance.

Fiber-to-the Premises

Matt has assisted in the planning and deployment of dozens of FTTP networks for public sector clients, providing expertise in varying roles from the development of system-level designs and cost estimates to detailed engineering and construction oversight. He led the engineering team responsible for the design of a rural FTTP network in southern Anne Arundel County, Maryland, to serve more than 600 homes within a previously unserved neighborhood. He is currently managing the engineering designs and overseeing construction for an FTTP network in Westminster, Maryland, comprised of approximately 80 route miles of fiber plant to serve more than 6,000 residential and business passings.

Inter-County Broadband Network

Originally serving as part of the grant application development team that successfully led the State of Maryland to a $115 million Broadband Technology Opportunities Program (BTOP) administered by the National Telecommunications and Information Administration (NTIA), Matt served as the Portfolio Manager for the One Maryland Inter-County Broadband Network (ICBN) BTOP grant project.

The ICBN is a nine-jurisdiction consortium in central Maryland led by Howard County, Maryland, and was a key sub-recipient of the State's grant award. Matt served as the lead technical consultant overseeing the use of approximately $72 million in grant funds to build over 800 miles of fiber optics and directly connect approximately 650 community anchor institutions, including schools, libraries, government buildings, community colleges, and public safety agencies. Matt was tasked with overseeing numerous engineering and construction contractors, as well as playing a key role in overall network design during this aggressive three-year endeavor.

Video and Unified Communications Engineering

Matt's experience includes the management, design, and procurement of video, voice, and data networks. Some select examples of his recent project work include:

- System-level design and procurement support for the deployment of a multi-tenant unified communications network for Harford County, MD. The network supports approximately 3,000 users across all County agencies, Libraries, and Schools.
- Development, implementation, and continued support of videoconferencing and unified communications tools for the 21 jurisdictions in the National Capital Region (DC, MD, VA) Emergency Operations Centers (EOCs) and Emergency Communications Centers (ECCs) over a state-of-the-art fiber-optic and microwave network.
- Preparation of system-level design recommendations and cost estimates for an extensive, countywide system to support interactive and on-demand video training communications for the Anne Arundel (MD) County Fire Department. CTC also developed the design for a video display system for the Fire Department's new dispatch center, intended to allow key sources of information to be prominently displayed throughout the facility.
- Preparation of system-level design recommendations and cost estimates for an extensive, citywide system to support interactive and on-demand video communications for training, emergency collaboration, and routine meetings between Mesa, AZ Fire Department personnel. CTC also integrated a pilot videoconferencing system to demonstrate certain capabilities of the system design.
- Development of a videoconferencing system for homeland security applications on behalf of Arlington County, VA—the site of the September 11th Pentagon attack. The system links numerous

public safety and other government users and aims to ensure uninterrupted emergency communications in the event of a terrorist attack or natural disaster.

Instruction/Expertise

Matt led the CTC research team that prepared Web-based Intelligent Transportation System (ITS)-Communications courses on behalf of the University of Maryland Center for Advanced Transportation Technology. He served as an online instructor for these courses for more than six years.

Matt has also provided expert technical witness reports and testimony in connection with litigation related to a large commercial carrier's failure to complete construction of a citywide fiber network in a major North American city.

EDUCATION

The Johns Hopkins University, 1996 – 2000

Heather Mills | V.P., Grant & Funding Strategies

Heather Mills has more than a decade of experience in project management and data analysis. She has exceptional skills in long-term strategic planning for broadband funding; execution of complex tactical funding plans; and grant administration, budgeting, and financial reporting. Heather leads the CTC team the develops grant funding strategies and delivers tactical application and post-award support to our public sector clients. She has authored guidance on new and emerging federal broadband funding programs that is highly regarded by industry colleagues.

At CTC, Heather guides clients on strategic funding for network planning, as well as applying for and complying with the requirements of major federal broadband and communications grant programs, including ARC/EDA POWER grants, USDA RUS grants (such as ReConnect and Community Connect), and New Market Tax Credits. She has particular expertise in the Federal Communications Commission's E-Rate program, Lifeline program, and Healthcare Connect Fund.

Heather and her team supported several clients in the past year with applications to the U.S. Department of Commerce's EDA Public Works and Economic Adjustment Assistance program for funding related to COVID relief; she guided clients in many parts of the country through the consultation process with EDA regional representatives. Under Heather's management, the CTC team supported clients with strategy and navigation of the USDA ReConnect application process through Round 1 and Round 2, which required detailed understanding of the application, the application portal, and applied strategy.

Heather currently is advising clients on new federal funding programs such as the FCC's Emergency Broadband Benefit and the NTIA's COVID stimulus programs, while keeping a close eye on and providing singular analysis for clients around funding programs created by the 2021 Consolidated Appropriations Act and the American Rescue Plan Act.

Heather has provided strategic guidance and prepared ARC/EDA POWER grant pre-applications for CTC's public sector clients. She also prepared a FirstNet grant application for the District of Columbia's Office of the Chief Technology Officer; following the award, she provided ongoing grant management services to help the District maximize the benefits of the funding.

Over the past few years, Heather wrote an E-Rate program guidebook, prepared client responses to E-Rate RFPs, oversaw and advised on the strategy and development of RFPs for library and school clients applying for E-Rate, and helped a hospital association develop a consortium-based approach to the Healthcare Connect Fund.

Heather previously led the CTC team that researched and wrote a successful federal Environmental Assessment (EA) and addenda for the $115 million One Maryland Broadband Network (OMBN) project—a Broadband Technology Opportunities Program (BTOP) grantee. Following submission of the EA, she coordinated required consultations for the EA and addenda over a period of several months. Similarly, she wrote and coordinated consultations for an EA on behalf of the State of Maryland's Department of Natural Resources when that agency sought to construct a radar support tower on state land.

EDUCATION

Master of Science, Management, University of Maryland University College, 2012
Master of Arts, Political Science, Washington State University, 2002
Bachelor of Arts, English Literature/Pre-law, Washington State University, 2000

SEMINARS

"Strategic Considerations to Prepare for NTIA's (and other!) New Broadband Funding," *Broadband Bunch Podcast*, May 2021. https://register.gotowebinar.com/register/5735217991650536720

PUBLICATIONS

- "A Deep Dive into the Scoring Metrics of the NTIA's Broadband Infrastructure Program" *CTC blog*, 2021. https://www.ctcnet.us/blog/a-deep-dive-into-the-scoring-metrics-of-the-ntias-broadband-infrastructure-program/
- "First Take on NTIA's Newest Broadband Grant Program" *CTC blog*, 2021. https://www.ctcnet.us/?p=5022
- "Initial Guidance and Analysis: Treasury Issues First Details on $10B Coronavirus Capital Projects Fund" *CTC blog*, 2021. https://www.ctcnet.us/?p=4989
- "Initial Guidance and Analysis: Treasury Announces Preliminary Guidance for Broadband Projects Funded by the $350B Coronavirus State and Local Fiscal Recovery Funds" *CTC blog*, 2021. https://www.ctcnet.us/?p=4980
- "Four Strategic Steps Your Community Can Take Now to Prepare for NTIA's New Broadband Grant Programs" *CTC blog*, 2021. https://www.ctcnet.us/blog/four-strategic-steps-your-community-can-take-now-to-prepare-for-ntias-new-broadband-grant-programs/
- "American Rescue Plan Commits Billions to Broadband" *CTC blog*, 2021. https://www.ctcnet.us/blog/american-rescue-plan-commits-billions-to-broadband/
- "Appropriations Act Delivers Largest Federal Broadband Grant Opportunity in a Decade" *CTC blog*, 2021. https://www.ctcnet.us/blog/appropriations-act-delivers-largest-federal-broadband-grant-opportunity-in-a-decade/
- "Are You Thinking About ReConnect Round Three Yet? You Should Be." *CTC blog*, 2020. https://www.ctcnet.us/blog/are-you-thinking-about-reconnect-round-three-yet-you-should-be/
- "$1.5 Billion in New Grant Funding Available from Economic Development Administration for Broadband & Other Projects" *CTC blog*, 2020. https://www.ctcnet.us/blog/1-5-billion-in-new-grant-funding-available-from-economic-development-administration-for-broadband-other-projects/

Ziggy Rivkin-Fish, CGEIT | V.P., Broadband Strategy

Ziggy Rivkin-Fish has been a business and strategy analyst and project manager at CTC since 2005. He has managed multiple federal-grant-funded interoperability projects that interconnect jurisdictional communications networks, and has led broadband planning, strategy, and feasibility studies for local government clients nationwide. Ziggy has also applied his management, technical, and governance expertise to the implementation of large-scale network infrastructures, and has developed governance frameworks to manage small and large public broadband networks. His background in organizational sociology and certification in Governance of Enterprise IT has enabled him to advise multiple clients on structuring their operations to manage IT departments and fiber optic network services.

Ziggy specializes in strategic planning, including public-private partnership analysis and grant strategies. In that capacity, he has led or contributed to numerous projects leveraging federal and state grants to build or expand broadband networks around the country. His recent broadband strategic planning projects include engagements with King County, WA, Pierce County, WA, the State of Alabama, Greene County, PA, the State of New Mexico, Harford County, MD, Charles County, MD, and Queen Anne's County, MD.

Ziggy also leads CTCs digital inclusion and equity team, and is both leading projects specifically oriented toward addressing the digital divide and addressing those issues within the context of broadband strategy planning.

In addition to his work on broadband planning, government network interconnections, and governance consulting, Ziggy has played key roles in other large-scale projects, such as by overseeing the preparation of successful environmental assessments (EA) for major public sector fiber networks including the One Maryland Broadband Network (OMBN) and the Urbana-Champaign Big Broadband (UC2B) network; his work enabled those projects to proceed to the construction phase. Ziggy then oversaw the preparation of required addenda to the OMBN and UC2B EAs to address project revisions during the construction phase. In addition, Ziggy advised on the preparation of an EA for the State of Maryland Department of Natural Resources to enable construction of a radar support tower on state land.

Notably, Ziggy has served as the lead manager for all phases of deployment of NCRnet, the interoperable public safety communications network that interconnects 20 jurisdictions in the National Capital Region around Washington, D.C.; Ziggy's role with NCRnet includes oversight of fiber optic design, procurement, and implementation, as well as design, governance development, construction oversight, network operations, and long-term sustainment. Ziggy has also ensured project compliance with grant regulations, including environmental and procurement requirements. Currently, he is focused on facilitating public safety application rollouts on NCRnet, as well as on engineering feasibility studies and oversight roles for fiber optic and wireless extensions to new NCRnet clients.

Ziggy's past accomplishments include a full fiber optic network feasibility study, including a governance roadmap for the city of Highland Park, IL, which enabled the city to decide between ownership models and methods of operational governance. He conducted a large organizational governance study for Montgomery County, Maryland's FiberNet network to advise the county both on executive governance and on operational organization and business process improvement; following that project, he helped the county identify and implement key performance indicators (KPI) for the network.

Ziggy has consulted on governance frameworks for the Commonwealth of Kentucky, Harford County, MD, and the City of Vancouver. For Vancouver and for the City of Vallejo, CA, he also consulted on joint trenching policies and business process improvement.

Alongside his work on broadband planning and NCRnet, Ziggy also advises public interest-oriented networks on governance at all phases of deployment and operation. In addition, Ziggy supports and leads cable franchise technical and community needs assessments, most recently on behalf of Fairfax County, VA.

EDUCATION
Master of Arts, Sociology, Princeton University, 2000
Bachelor of Arts, Individualized Major in Social Theory, Rutgers University (4.0 GPA)

RELEVANT PUBLICATIONS

- "Where to Draw the Line: Guidance on Proposals for NTIA's Broadband Infrastructure Program," CTC, June 2021.
- "Weighing Your Options: An Analysis of Recent Federal Broadband Funding," CTC, June 2021.
- "$1.5 Billion in New Grant Funding Available from Economic Development Administration for Broadband & Other Projects," CTC, May 2020.
- "Producing Value Through Effective Governance," CTC, April 2017.
- "NCRnet: How the National Capital Region is Building a 21st Century Regional Public Safety Communications Network" *NATOA Journal* 15(4):16-18. 2007.

CERTIFICATIONS
Certified in the Governance of Enterprise IT (CGEIT) certification, 2015

Karen J. White | V.P., Client Solutions

Karen White has more than 25 years of experience in municipal, commercial, and public safety telecommunications. Her background includes the planning, design, procurement, and implementation of wireless and wired broadband systems and small cells; public safety land mobile radio (LMR) communications systems; FirstNet systems and business case analysis; project management; and engineering management in the wired and wireless LMR, public safety wireless broadband, and municipal broadband markets. She also has extensive experience in communications software engineering management, requirements analysis, design, and development.

Karen has served as project manager, technical and policy advisor, and business analyst for many high-profile, multi-million-dollar communications systems projects for states, municipalities, and large transit clients including the States of Georgia, New Mexico, Texas, and Delaware, and the District of Columbia. These projects included technology assessments, client requirements discovery, alternatives analysis, system design, system procurement, and implementation tasks. Karen is very familiar with federal, state, and local policy and funding affecting broadband communications, including FCC orders and broadband support programs, and USDA, NTIA, EDA, CISA, and other federal and state funding programs.

As a member of SAFECOM, under the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA), Karen represents the National Association of Telecommunications Officers and Advisors. She supports SAFECOM's mission to collaborate with emergency responders and elected officials to improve emergency communications interoperability. Karen has contributed to numerous SAFECOM products and has supported the direction of the committee. Karen is also an executive member of the National Public Safety Telecommunications Council as the Council's Technology and Broadband Committee's chair.

AREAS OF SPECIALIZATION

- Wireless and fiber networks
- Voice and data network design
- Strategic planning
- Needs assessment
- Solution development
- Technology evaluations (LTE, LMR)
- Small cells
- Fiber and wireless facility policy, design standards, and permit application processing
- Public safety voice and broadband networks including FirstNet
- Systems and software project management
- Radio system subscriber software design and development

CTC Technology & Energy 2016 – present

Project Manager and Principal Analyst

State of Georgia – Georgia Technology Authority and Department of (DOE) – K-12 Connectivity - Project Manager

- Primary point of contact for client throughout engagement; coordinate technical team to develop deliverables
- Develop and oversee execution of location identification program to find viable commercial carrier outdoor hotspots to support service to students throughout the state

- Issue tracking and resolution support for problems arising during the DOE's commercial carrier hotspot (WiFiRanger) deployment working with the school districts, carriers, and hotspot access program provider
- Oversee development of and contribute to fixed wireless network study
- In-depth research of potential spectrum, including CBRS, EBS, TV white space, and other unlicensed spectrum for fixed LTE wireless network use throughout the state and in particular counties
- Develop high-level data dashboard illustrating project status

State of New Mexico Department of Transportation – NMDOT Broadband Technical and Business Analysis - Project Manager and Principal Analyst/Engineer

- Primary point of contact for client throughout engagement; coordinate technical team to develop deliverables
- Oversee and contribute to development of a high-level statewide broadband network design to serve NMDOT operational needs
- Work closely with NMDOT to review broadband infrastructure provider proposals and develop negotiations points to potential engagement
- Develop process for NMDOT right-of-way (ROW) access permitting/agreements
- Develop ROW access permitting documentation including application form, design standards, and support for terms and conditions
- Develop mapping tools to capture existing assets and future desired assets to be connected by an NMDOT-owned operational network
- Participate in discussions with tribal representatives to outline tribe and pueblo broadband infrastructure needs

State of New Mexico Department of Information Technology (DoIT) – Statewide Strategic Broadband Plan - Project Manager and Principal Analyst

- Primary point of contact for client throughout engagement; coordinate technical team to develop deliverables
- Oversee and contribute to development of a high-level statewide broadband network models that would serve unserved locations throughout the state
- Oversee and contribute to the development of New Mexico's statewide strategic broadband plan
- In close concert with DoIT, develop successful $1.5 million federal Economic Development Administration grant application for technical assistance

Texas Department of Transportation (TxDOT) Small Wireless Facility Implementation – Project Manager and Principal Analyst

- Primary point of contact for client throughout engagement; coordinate legal/engineering/policy team to develop numerous deliverables and attend industry interface and other meetings with the client
- Conduct existing process and systems analysis and develop gap analysis between current state and desired future state
- Conduct interviews with carriers regarding needs, processes; collect and analyze attachment forecasts
- Advise client extensively on impact of FCC orders and other laws/regulations regarding small cells

- Research municipal and other state DOT processes including the relationship between municipalities and DOTs when DOT ROW is within municipal boundaries
- Support the development of design standards for wireless siting/small cell attachments on poles and other structures
- Develop revamped wireless siting lease/permit application processes for TxDOT internally and for applicants
- Support overhaul of Master Lease Agreement and Individual Site lease Agreements
- Cost analysis of application process and oversight requirements to establish a justifiable ROW rental fee basis
- Develop master plan

City of Boston Fiber Network Procurement and Implementation – Project Manager and Principal Analyst

- Primary point of contact for City, responsible for managing project resources and accountable for budget
- Manage collection of outside plant and inside plant site information for close to 200 sites
- Dark fiber IRU agreement review and contract negotiations support
- Design and oversee the development of a site information repository database documenting OSP and ISP data enabling the City to run quick reports on close to 200 sites
- Manage the procurement of a conduit construction vendor
- Support the implementation of a 30-year dark fiber IRU deployment for close to 200 sites
- Analyze City's fiber management operations and fiber resource management tools

District of Columbia Public Safety LTE Network/FirstNet Support – Project Manager and Principal Analyst

- Prepare report in close conjunction with the District to inform the Mayor's decision to opt in or opt out of the National Public Safety Broadband Network
- Oversee the conceptual design of a District-wide LTE radio access network (RAN) considering coverage, capacity and backhaul requirements
- Develop a financial model including both capital and operating expenses to determine the financial feasibility of the District owning, building and/or managing a District RAN
- Develop a Request for Information and Request for Proposals for an Alternative District Alternative RAN. Evaluate responses to inform the Mayor's decision
- Develop a FirstNet State Plan Portal evaluation matrix and evaluation plan/process
- Participate as a primary State Plan Portal evaluator and trusted adviser during FirstNet/AT&T consultations

State of Delaware Public Safety LTE Network/FirstNet Support – Principal Analyst

- Work closely with state public safety stakeholders to evaluate the FirstNet State Plan Portal
- Participate as a primary State Plan Portal evaluator and trusted adviser during FirstNet/AT&T consultations including several meetings with FirstNet and AT&T to discuss site deployment, policy, services, and costs
- Complete State and Local Grant Implementation Program (SLIGP) 2.0 grant application which required FirstNet-related program planning for 2 years including detailed budget breakdown and investment justifications
- Developed commercial carrier outdoor and in-building performance evaluation plan for assessing and comparing carriers that provide public safety services within the state

- Research current data sharing, interoperability, and other related policy processes; advise on and document new processes and policies

State of Kansas Statewide Interoperable Communications System Valuation Study – Principal Analyst

- Develop book value and commercial value of the 80+-site public safety network
- Work with team to develop long-term sustainable funding options and identify alternative management options
- Research and analyze state and federal statutory and regulatory constraints to sell, lease or transfer the management of the system in part or in whole
- Prepare in-depth report and support the presentation of findings and recommendations to the client

City of Atlanta Fiber Broadband Buildout Support – Project Manager and Principal Analyst

- Primary point of contact for City, responsible for managing project resources and accountable for budget
- Review current status of Citywide fiber buildout and begin strategic planning
- Review existing franchise agreements and assess potential modifications

City of Boulder, Colorado, Fiber Backbone and FTTP Engineering and Financial Studies – Project Manager

- Primary point of contact for City, responsible for managing project resources and accountable for budget
- Oversee the development of a system-level, optimized backbone and fiber-to-the-premises (FTTP) design including the selection of candidate hub and core locations, determination aerial vs. underground builds, consideration of the location of smart city and underserved locations, and the assessment of environmental impacts such as rock in the ground
- Oversee the cost analysis based on the engineering studies including updating unit pricing based on the expected prevalence of subsurface hard rock and on available data from recent bids and construction in the region
- Facilitate the analysis of the financial and policy aspects to support City decision making regarding next steps including laying out the benefits and challenges from both a financial standpoint and in light of the City's key policy goals of ubiquity, competition, equity, and control
- The City, based on our work on this project, continues to engage CTC in further financial analysis of different broadband deployment and operation options

Summit County, Colorado, Public Safety Land Mobile Radio (LMR) Upgrade – Project Manager and Business Analyst

- Primary point of contact for Summit County responsible for schedule, tasks, project costs and team
- Oversee coverage analysis comparing existing analog coverage with upgrading to P25 or joining the statewide Colorado Digital Trunked Radio System (DTRS)
- Business analyst responsible for collecting and evaluating pricing data for system upgrade
- The County will use this information to determine next steps for upgrading to a digital LMR network

Summit County, Colorado, Broadband Feasibility Study – Project Manager and Technical Lead

- Primary point of contact for Summit County responsible for schedule, tasks, project costs, and team
- Technical lead responsible for collecting, inventorying, and analyzing broadband and cellular carrier data
- Responsible for interviewing Summit County Town representatives and other County communications stakeholders
- Outreach to cellular carriers on behalf of the County to pursue a solution for major cellular coverage gaps within the County
- Prepared and reviewed responses to Requests for Information for FTTP and wireless solutions for the underserved areas
- Responsible for final report and presentations to Board of County Commissioners
- As a result of this project, the County is fully engaged with a commercial carrier to deploy additional sites within the County; in addition, this work has coordinated the Towns with respect to implementing fiber within the County and spring boarded other efforts

Onondaga County, New York, Public Safety Mobile Data System Upgrade – CTC Project Manager and Technical Lead

- Point of contact for prime contractor responsible for CTC schedule, tasks, project costs, and team
- Participated in stakeholder needs assessment and existing system evaluation
- Develop reports providing an analysis of public safety needs, documented data system and application requirements, and potential future options
- Provided FirstNet information valuable to the County and pertinent for future mobile data decisions based on extensive knowledge of FirstNet technical, operational, and financial components
- Engaged to develop a Request for Proposals and support the procurement and implementation of a replacement mobile data solution

El Paso County, Colorado, Broadband Strategic Plan – Principal Analyst

- Engaged to conduct a market assessment of the current availability of wireless services intended to identify deficit coverage areas and identify regions in which coverage does not meet acceptable levels of price or service reliability and identify current and planned efforts by incumbent carriers to address those issues
- Assessed public safety fiber communications needs through interviews with stakeholders

Universal Service Administrative Company (USAC) E-rate program – Principal Analyst

- Supporting the Knight Foundation and other library systems across the country, worked closely with libraries to define current and future broadband requirements
- Developed Requests for Proposals and supported the procurement or broadband services through the Universal Service Administrative Company (USAC) E-rate program

Additional responsibilities include:

- Engineering operations management for CTC's team of technical personnel
- Business development support for numerous proposals and sole source statements of work including pricing, level of effort, terms and conditions review, and interviews

PRIOR TO JOINING CTC IN 2016

Federal Engineering, Inc. 2007 – 2016

Executive Director
Chief Consultant/Business Development and Marketing Strategist
Senior Consultant/Project Manager

Major projects included the following—all of which were completed on time and within budget:

New York City Transit (NYCT) Bus Radio System – Project Manager

- Responsible for managing a large land mobile radio system project for the New York City Transit bus radio system replacement
- Managed a team of consultants in the design of a 20+-site voice and data radio system
- Participated in the engineering design of the voice and data system, as well as the generation of technical specifications for competitive system procurement

State of Minnesota Wireless Data Feasibility Study – Project Manager

- Led team to research and report on currently available mobile data system technologies; developed agency specification requirements for use in a future RFP
- Collected manufacturer specifications to accurately assess various mobile data solutions to include data throughput, capacity, bandwidth, and spectrum availability
- Evaluated several public safety and commercial mobile data technologies and characteristics
- Analyzed and developed specification criteria for use in future RFP requirements

State of Oregon Interoperability Showing – Technical Member

- Technical member of team that generated the required Interoperability Showing submitted to the FCC's Emergency Response Interoperability Center to justify Oregon's use of the 700 MHz broadband spectrum as a waiver recipient
- Participated in activities to develop the system architecture, list of applications, performance specifications, radio access network, interference coordination, testing, deployment, operations, administration, and maintenance of a statewide broadband LTE network

Routt County, Colorado, Radio Engineering Study – Project Manager and Engineer

- Managed radio engineering study to assess coverage needs for the County, which was a member of a shared statewide Digital Trunked Radio (DTR) network and was responsible for providing coverage needed beyond what statewide system provides
- Conducted project initiation, existing system data collection, and needs assessment meetings with system stakeholders
- Evaluated existing coverage; gap analysis of existing and needed coverage
- Developed recommendations and costs for coverage solutions including developing of an additional site, bi-directional amplifier(s), and a digital vehicular repeater system
- Provided written and oral report to the County

Additional responsibilities included:

- Management of high-performance location-diverse strategy and business development team responding to federal, state, local, and private sector solicitations. Responsible for the evaluation of government compliance requirements for projects.
- Intricately familiar with GSA, state, and local government bid processes, compliance requirements, and contracting that requires cross-functional coordination between government clients and consultants.

- Responsible for maintaining relationships with clients to ensure positive references and maintain client satisfaction throughout projects.
- Responsible for understanding unique structural, civil, and environmental requirements for communications site development on federal, state, local, and privately owned land. Work closely with environmental consulting firms to develop scopes of work and pricing to execute environmental compliance activities.

Motorola, Inc. (now Motorola Solutions) 1987 – 1999
Systems Engineering Manager
Systems Engineer
Software Engineering Manager/Project and Product Manager
Software Engineer

- Managed personnel, contract, revenue, expenditures, client interface, design, and implementation of multi-million-dollar land mobile radio and data systems. All projects completed on time and under budget. Major projects included the following:

New York City Fire Department
- Managed the implementation of the software for a $1M pilot for an AVL/GIS application for the New York City Fire Department
- Participated on-site with the pilot performing tests and customer demonstrations

State of New Hampshire
- Participated in field Beta testing of the statewide P25 system
- Analyzed results to feed back to development teams

Township of East Brunswick, New Jersey
- Managed the procurement and implementation of the township's new CAD and driver's license look-up applications for both the field and the fixed end
- Managed all third-party application vendors involved with the project, including the oversight of system testing

Montgomery County, Pennsylvania
- Managed the design and implementation of the county's new CAD and driver's license look-up applications for both the field and the fixed end
- Managed all third-party application vendors involved with the project including the oversight of system testing

Additional responsibilities included:
- Managed profitable Wireless Communications Systems Engineering Team for Motorola's Eastern Division encompassing the entire East Coast; responsible for systems designs, proposal development, department budget, and performance assessments
- Key member of partner/Motorola system software integration team; negotiated contracts with partners, designed systems that included their products, and technically and fiscally managed the product integration into Motorola wireless data systems
- Responsible for teaming agreements and proposal response development with third-party public safety mobile data software developers

- Responsible for responding to mobile data portions of large and small system RFPs and sole-source statements of work
- Designed, developed, and tested software for next-generation wireless voice and data communications devices implementing over-the-air protocols, ergonomic controls, and internal processing
- Received patent on innovative approach to a wireless communications device operating system
- Designed automated software test environment for next-generation wireless device that saved Motorola hundreds of hours of hands-on repetitive testing
- Guided business development and engineering departments in process and quality metrics collection
- Responsible for reporting and improving quarterly quality metrics
- Developed award-wining systems design review and software testing processes
- Chosen as the Eastern Division's Systems Technology Champion by peers for engineering efforts and for the creation of a system design review process

EDUCATION
Bachelor of Science, Electrical and Computer Engineering
University of Miami, 1986, Cum Laude

Bachelor of Music, Music Engineering Technology
University of Miami, 1985

PATENT
- Patent #5,363,315 – "Method of Communications Between and Within Virtual Radio Interface Standard Layers"

ORGANIZATIONS
- SAFECOM – Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA)
- National Association of Telecommunications Officers and Advisors
- National Public Safety Telecommunications Council (NPSTC)
  - Member, Executive Board
  - Chair, Technology and Broadband Committee
  - Co-chair, Broadband Emerging Technologies Working Group
- Brain Tumor Association – Local Committee Member

Mitchell Hergett | Principal Engineer and Program Manager Lead

Mitchell Hergett is an experienced communications engineer with expertise in the design and implementation of broadband (video, voice, and data) telecommunications networks. Mitch's work focuses on project management and engineering analysis for public sector clients.

For example, he provides ongoing project management support and engineering analysis for **Anne Arundel County, Maryland**'s fiber network. He supports day-to-day operations and the County's initiatives to expand the network. His tasks include:

- Overseeing engineering design and deliverables
- Developing IFB documentation for fiber construction and maintenance
- Managing fiber allocations and splice design for the network
- Creating construction vendor task orders
- Coordinating with network stakeholders

Mitch manages CTC's ongoing outside plant (OSP) engineering and construction oversight services. He develops project plans, performs stakeholder outreach, manages staff, and reviews CTC work product. Working closely with clients, he ensures that every request for technical support is quickly addressed and that CTC's clients receive high-quality and responsive support from CTC staff.

Mitch has recently performed this work for CTC's projects in the following jurisdictions:

- **City of Alexandria, Virginia**
- **Arlington County, Virginia**
- **Town of Wake Forest, North Carolina**
- **City of Bozeman, Montana**

Mitch's work also includes internal project management for many of CTC's consulting and engineering projects. In this role, he acts as the point person for clients nationwide; schedules CTC tasks and teams; and tracks project deliverables. Mitch has recently performed this work for CTC's projects in the following jurisdictions:

- **City of New York, New York**
- **City of Seattle, Washington**
- **King County, Washington**
- **City of San Francisco, California**

He also provides project support for Montgomery County, Maryland's "ultraMontgomery" fiber network initiatives. He works directly under the Project Director helping to create project plans, develop cost estimates and budget numbers, and coordinate with County stakeholders.

Mitch's experience includes supporting the design and implementation of a variety of fiber communications networks. Some select examples of his work include:

- Developing technical specifications for the construction of a fiber optic network in the **City of Atlanta**. The network will connect traffic signals, police cameras, and City facilities. The City is also looking to expand the network to support other government partners. Mitch has performed similar work for many public sector entities, including:
  - **Arlington County, Virginia**
  - **Baltimore City Public Schools**
  - **Delaware Department of Transportation**
  - **Town of Holly Springs, North Carolina**
  - **City of Westminster, Maryland**
- Performing engineering and construction oversight of a fiber optic network build out for **Leisure World of Maryland**. Mitch oversaw the field engineering work to connect all Leisure World facilities to allow the consolidation of its data and voice networks. After overseeing the design phase, Mitch developed technical specifications for fiber construction, helped choose a fiber optic construction contractor, and oversaw fiber construction.
- High-level design and cost estimate for the **Montgomery County**'s fiber expansion initiatives. Mitch developed fiber designs and cost estimates for several of the County's fiber projects including one to add over 60 new sites to the existing fiber network. He worked with the County's incumbent construction contractor to provide the County with capital cost estimates for a the most efficient fiber routes.

He has previously provided program-level support and project management for the $115 million statewide One Maryland Broadband Network (OMBN) project. In this role, he assists stakeholder jurisdictions with program compliance, stakeholder relations, budget management, and contractor management. His tasks included:

- Developing scopes of work for engineering and construction vendors
- Tracking and reporting on compliance metrics
- Documenting program scope changes
- Assisting in the RFP creation process
- Creating materials specifications
- Meeting with project stakeholders to discuss project status, governance matters, and network architecture issues
- Resolving conflicts with Pepco, Verizon, State Highway Administration, and other entities

Mitch has also supported the National Capitol Region (NCR) interoperable public safety communications network, which interconnects 19 jurisdictions around and including Washington, D.C. He has created process engineering deliverables including a detailed satellite phone user manual; a testing procedure to ensure equipment functionality and operator competence for multi-jurisdictional emergency satellite phone calls; and a detailed analysis of discrepancies between the processes presented and processes actually used by the network's service-level agreement (SLA) maintenance vendor. He also oversees the network's video teleconference (VTC) training course and budget, and provides Tier 1 technical support for the VTC systems.

In addition, Mitch works with the CTC outside plant engineering team; he provides project oversight to ensure that the OSP engineers are complying with project standards, meeting project timelines and he provides the engineers with essential project information. He performs quality control on the engineering work product, and coordinates with permitting agencies and sub-contractors.

In a previous engineering role at a major hospital in Montana, he:

- Developed workflow to help the hospital transition to an electronic health record system using Access e-forms and Image Now software
- Created visual diagrams detailing information flow to enable prototyping of a new system
- Gathered system requirements from hospital departments and individual users
- Assessed the capabilities and constraints of the new system's software
- Created training manuals for employees to better acclimate to the new system
- Presented the recommended implementation to the CFO
- Calculated potential savings of the new system at $250,000 per year

EDUCATION
Bachelor of Science, Industrial Engineering**,** Montana State University, 2008

CERTIFICATIONS/MEMBERSHIPS
- Institute of Industrial Engineers, Professional Member (2010–present)
- Institute of Electrical and Electronics Engineers, Professional Member (2008–present)

Marc Schulhof | Principal Analyst and Director of Editorial Services

Marc Schulhof has more than 25 years of experience in technical writing, financial journalism, and public and corporate communications. As an analyst and editor, he plays an integral role in developing CTC's client deliverables, including:

- Strategic and master plans (business and engineering)
- Needs assessments
- Feasibility studies
- Requests for proposal (RFP) and requests for information (RFI)
- Survey instruments
- Expert witness testimony
- Federal and regional grant applications
- Wireless facility siting reports
- E-rate RFPs and bids
- Research reports
- White papers

Over the course of his nine years as CTC's senior technical writer, Marc has supported dozens of CTC clients—including the District of Columbia, the states of Connecticut, Delaware, Kentucky, Maryland, and New Mexico, and the cities of Atlanta, Boston, New York, Palo Alto, San Francisco, and Seattle. He has collaborated on white papers on topics related to fiber optic and wireless technologies, including technical reports filed with the Federal Communications Commission. He is the co-author, with CTC President Joanne Hovis, of "The Emerging World of Broadband Public–Private Partnerships: A Business Strategy and Legal Guide."

Prior to joining CTC, Marc was the worldwide editor-in-chief of CIO program websites at IBM, where he established editorial direction for 36 country-specific CIO websites and worked with local editors to update each site's mix of multimedia content. He also wrote and edited feature articles and white papers on information technology and business topics.

Earlier, as a global editor at PricewaterhouseCoopers Consulting, Marc wrote and edited reports on a variety of technology and business topics. He served as daily editor of the PwC-sponsored *BusinessWeek Online Handheld Edition,* a news summary service for mobile device users in the pre-smartphone era. Marc began his career at *Kiplinger's Personal Finance Magazine, where* he researched, analyzed, and wrote about a range of complex financial issues, first as a reporter and later as an associate editor.

EDUCATION
Master of Science, Journalism, Northwestern University
Bachelor of Science, Journalism, Northwestern University

Jim Zimmermann, GSEC, PMP | Principal Engineer

Mr. Zimmermann is a network and security system engineer and technical project manager with 25+ years of professional services experience. His breadth of engineering and operational experience coupled with effective communication skills makes him a highly versatile contributor. Mr. Zimmermann has successfully led challenging projects in a variety of customer environments, including Commercial Enterprise, Federal, State, Local Governments, Telecommunications Providers in Mobile, Fixed Wireless, and Cable industries.

Network Engineering & Security Highlights

- Traffic Engineering, MPLS, QoS
- Architecture, planning, design
- Optical networking, DWDM
- Optical Fiber test & acceptance
- AWS and Azure cloud systems
- Data center networks, virtualization
- Public Safety application integration
- Cross-jurisdictional applications
- Security controls, systems, policy
- Firewalls, IDS, IPS, SIEM
- Identity & access controls
- Endpoint protection

Network Management & Operations Highlights

- Fault & Performance Management
- KPI metrics and SLA Management
- Operational Test & Acceptance
- NOC & Call Center Design / Operation
- FCAPS / ITIL Methods & Processes
- Job Descriptions, Hiring, Training
- COOP and BC/DR planning
- Event Management / Response
- Process and workflow management
- Office Suite (expert skills)
- AWS/Azure cloud database application development – SQL Server, MySQL

CTC TECHNOLOGY & ENERGY; KENSINGTON, MD — 2014 – PRESENT

PRINCIPAL NETWORK & SECURITY ENGINEER

Public Broadband Network / Security Architecture and Design; California State Library (CSL) — 2020–2020

Network and security consulting for CA State Library (CSL) jurisdictions and libraries to upgrade public broadband capacity, indoor and outdoor Wi-Fi access, in compliance with grant guidelines and the FCC Children's Internet Protection Act (CIPA).

Evaluate existing systems, processes, operational support technical experience and expertise
Customize design specifications and support requirements, based upon available skills
Create an RFQ for bid procurement, respond to vendor questions, and provide response evaluation

Network and Security Integration Public Safety Applications; www.ncrnet.us / DHS / UASI — 2014–2020

NCRnet is a DHS/UASI grant funded, 10 Gbps carrier-grade optical network supporting 35+ public safety jurisdictions throughout the national capital region including counties and municipalities in MD, VA, and DC. Multiple public safety applications have been designed and developed for the unique national capital region.

Regional public safety applications include AFIS LiveScan and Latent Print workstations, Mobile-AFIS scanning, Mugshot sharing and virtual lineups, development of Facial Recognition, Automatic License Plate Reader (mobile and fixed), Fire & Rescue Mutual Aid Support (CAD2CAD application), LMR/P25 ISSI Roaming, Web-EOC, Situational Awareness Dashboard

Lead engineer on the NCRnet Application Integration Team, responsible for defining network and security requirements, documenting application infrastructure and architectures, and assisting jurisdiction's network manager or CIO with network integration and testing

- Lead project manager for application deployments and upgrades, including technical requirements and security report for CIO committee approval, deployment & integration planning through cutover operational acceptance.
- Deliverables include technical design drawings, as-built documentation, operational support materials

Optical Network Architecture Planning; FiberNet-3 / Montgomery County, MD **2020**

Proposed architecture, connectivity, and budgetary estimates for next generation county network providing for cloud migration of county services, economic development, and potential cost recovery services.

- Tier-1 ISP connectivity, cloud-based services, exponential increase in network capacity over county owned fiber to Ashburn, VA
- Recommendations for achieving goals of next generation networking, broadband access, integration of all agencies, departments, public schools, and colleges.

Emergency Services DWDM Network and E-9-1-1 Systems; Montgomery County, MD **2019-2020**

- Analysis and assessment of county owned DWDM Optical Network performance and suitability for critical public safety applications including E-9-1-1 services and NG9-1-1 migration

Network Risk Assessment; NCRnet.us / DHS / UASI **2019**

- Risk assessment of network locations in National Capital Region Interoperable Communications Infrastructure
- Analysis focused on network resiliency and regional service sustainability though an evaluation of each network location's equipment, power, network connectivity, failure mode analysis, physical site security and access procedures, staff levels and schedules, network provider's SLA's (managed services, fiber IRU's, etc.), hardware maintenance agreements, operational support policies & procedures

Fiber Construction Project KPI's; Montgomery County, MD **2017–2019**

FiberNet-2 connects over 600 locations, including county agency and department locations, public schools, colleges, public safety facilities and several multi-agency business parks.

- Developed cloud database for tracking fiber construction project lifecycle based on 18 years of project data
- A versatile schema allows for improved management of current projects, with real-time KPI status reporting
- KPI's evolve from accrued project data, and follow a sequential task structure with proven task intervals

Fiber Expansion Project for Public Schools; City of Boston (BoNet) **2018-2019**

Support City of Boston's fiber expansion with Crown Castle IRU's, extending connectivity to 170 new locations

- Developed cloud repository to manage site survey data and provide reports, analysis, and decision support
- Provided analysis of site survey data to generate OSP construction cost estimates and ranked site selection
- Defined technical requirements and specifications for the city's fiber construction RFP prepared by CTC
- Established detailed forms, instructions, processes and technical criteria for evaluation and approval of Crown Castle's field test reports, including OTDR, Power Meter, ORL, and optical budget calculations

Telecommunications Audit and Assessment for NG911 migration; Stafford County VA **2018**

- Detailed survey, documentation, reporting of 911 telecom environment in 3 PSAP locations
- Functional analysis of legacy providers' redundancy and forwarding mechanisms, with recommendations for deprovisioning non-essential services in advance of NG9-1-1
- SIP Trunk requirements analysis, market survey and recommendations for PSAP Admin lines

Optical Network Design Support; City of Alexandria, VA **2018**

- Gathered and refined technical requirements for a proposed network upgrade to include migration to a modern optical network infrastructure and substantial city fiber buildout.

Network Security and Resiliency Playbook; DHS/NIHS **2017**

A report funded by the National Institute for Hometown Security (NIHS), under contract with the US Department of Homeland Security's Office of Infrastructure Protection (DHS/IP)

Co-authored an in-depth study, analysis, and report to assist state and local governments adopt best practices for preventing communications infrastructure failures and stopping or mitigating intrusions, hacking, and other disruptions of communications networks: https://www.ctcnet.us/publications/network-resiliency-and-security-playbook-2/

Optical Network Architecture Planning; City of Boston (BoNet) **2016**

High-level assessment and recommendation for expansion of the city's optical network using commercial fiber IRU's to extend connectivity to additional public schools.

Developed candidate architectures in GIS, based on city's objectives and available fiber providers / routes

Proposed alternative locations for additional core and/or distribution nodes to support incremental capacity

Optical Networking and DWDM Market Survey; Montgomery County, MD **2016**

Identify and provide basis for differentiating market leading optical network platforms relative to the County's strategic objectives and develop baseline specifications for system-level upgrades to existing architecture.

Interviewed candidate vendor sales and product managers to capture product highlights and 400G roadmap

Created matrix of vendor product specifications, capabilities, and key features for side-by-side comparisons

FTTP – GPON Architecture, Planning and Design; multiple customers **2014–2015**

Designed Core, Distribution, Access layers for municipality owned FTTP architecture for residential services

Create GIS based designs for Outside Plant construction of access and distribution networks

Supported business analysis and phased implementation planning for rapid ROI

LGS INNOVATIONS / BELL-LABS / ALCATEL-LUCENT / LUCENT TECHNOLOGIES; HERNDON, VA 2000 – 2013

SENIOR NETWORK SYSTEMS ENGINEER AND PROJECT MANAGER

LGS Operations and Special Projects **2011–2014**

Unified Communications architecture and design, authored technical responses to federal RFPs

Pre-sales engineering for Mobility, UC, BYOD, Device Management, Virtualization, Cloud

Established systems and processes for high volume recruiting and staffing of Intel Community contracts

Multi-Tenant 4G Wireless Band-14 Pilot; USDA **2011–2012**

Planned and Implemented a Multi-Tenant 4G/LTE Core (ePC) and Band-14 RAN pilot

Secured regulatory (FCC, PSST, FAA) approvals, state-level concurrence for spectrum use

Integrated Band-14 LTE with fixed and mobile Wi-Fi, SIP voice / video, and LMR

Demonstrated LTE access capabilities to state and local public safety, and federal stakeholders

Developed LGS architecture & business model for multi-tenant Public Safety LTE-as-a-Service

Unified Communications Engineering and Operations Manager; USDOJ / EOUSA **2010–2011**

Managed all aspects of Planning, Design, Implementation, and Operation of a Broadsoft Unified Communications project for a federal customer. Deployed a class-V centralized call control system in geo-redundant federal data centers; deployed UC services throughout the U.S.

Engineering: Designed and managed core systems and software. Tested and evaluated third-party systems for device management, provisioning, fault and performance management, and session border control. Migrated production core systems from Solaris to Red Hat. Developed installation packages, and operational readiness & acceptance test plans.

Deployment: Developed and streamlined processes for site surveys; PSTN access, feature use and configuration, dialing & numbering plans, circuit migration/number porting. Performed local installation, integration, end user training.

Operations: Tiered support processes, FCAPS monitoring, event-management, ticketing, communication and escalation plans, operational reporting.

Network Quality-of-Service Design and Implementation; USDOJ/EOUSA **2009**

Designed and implemented End-to-End Network QoS Architecture for agency-wide voice/data network convergence

Refined agency/site level UC migration strategies, transition plans, and operational readiness test plans to successfully deploy cloud-based UC architecture to 300+ field offices / 35,000 seats.

Transformational Satellite (TSAT) Program, System Interface Controls; USAF **2008**

Established requirements traceability and risk management matrices to support PDR and CDR

Unified Communications Core Systems and First Office Application; USDOJ/EOUSA **2007–2008**

Designed and deployed carrier class VoIP solution to agency customer through FOA and SOA

Delivered Geo-Redundant call control, Integrated Messaging, Number and Dialing Plans, Route Redundancies, Toll- bypass, Least Cost Routing, LD aggregation, Local Survivability, COG, BC/DR, OSS's Drove substantial economies for agency through consolidated PSTN access, improved end-user capabilities and productivity, and operational efficiencies of a cloud-based UC architecture.

Unified Communications – Demonstrations, Trials, Pilots; Federal Agency Customers **2003–2006**

Led extended SIP/UC trial, integrated cloud-based UC with legacy TDM/PBX

Leveraged flexibility of cloud-based UC for rapid recovery in post-Katrina markets

Managed simultaneous delivery of multiple VoIP trials for federal lab customers

Supported multiple programs and initiatives, Columbia, MD

Wireless Mobile IP and CALEA Integration; Nextel Communications **2002–2003**

Engineering lead and Project Manager of 25-member team for nationwide deployments

Integration of Cisco Mobile-IP with Motorola Integrated Digital Enhanced (iDEN) systems

Integration of Communication Assistance for Law Enforcement Agencies (CALEA) with Mobile-IP

Engineering lead for several rounds of Mobile-IP systems, features, and capacity upgrades

Web Hosting Center Design and Implementation; Winstar Communications **2000–2001**

Rescued a troubled program for planning, design, installation, configuration, integration, and operation of two large web-hosting data centers in Tysons' Corner VA and San Francisco, CA.

Manager of IP Services & Architecture Engineering

Design, Build, Operate, Transfer – Web Hosting Centers for 12,000 servers

INTERNATIONAL NETWORK SERVICES (LATER ACQUIRED BY LUCENT); SUNNYVALE, CA 1998–2000

SENIOR NETWORK SYSTEMS ENGINEER / Cisco Professional Services Partner

Manager of Network Operations Center; Time-Warner Roadrunner High-Speed Online **1999–2000**

Staff, Train, Operate Roadrunner's National NOC, consolidating eight regional NOC's

Establish and document policies, procedures, NOC systems, communication and escalation plans

Migrate Fault & Performance Management from regional cable operators to centralized NOC

Develop SLA's for consistent brand image across cable affiliates, with repeatable support processes

Customization of tools in NOC environment to support SLA requirements

Enterprise WAN/LAN Design, Build, and Operate; AT&T Wireless partner (Telecorp, Inc.) **1998–1999**

Corporate HQ, Data Centers, MSOs, Retail locations

Switching, Routing, Remote Access, DNS, Plan & procure 200+ WAN Circuits

Fault & Performance monitoring, Tiers 1, 2, 3 Ops Support

EDUCATION

Computer Science and Network Engineering – Bucks County College, Newtown, PA
Bachelor of Science, Organic Chemistry, Syracuse University, Syracuse NY

CERTIFICATIONS, TRAINING, AFFILIATIONS

- SANS/GSEC Certified Analyst# 39702
- Member SANS Advisory Committee
- PMP Cert# 1570166
- ITIL Foundations v3
- Cisco Security Architectures
- Cisco Advanced Networking
- Juniper Advanced Networking
- BroadSoft Advanced Systems Admin
- LU Springtide (Multi-Service Router)
- LU PSAX (ATM)
- LU Tactical Wireless
- LU Stinger (DSLAM)
- LU 4G/LTE; Backhaul, eNode-B, 4G/RAN

Lumpkin County, Georgia

County Manager Department

Date:	July 19, 2022
Agenda Item:	Gymnasium/Outdoor Pool/Pickleball Courts
Item Description:	Gymnasium/Outdoor Pool/Pickleball Courts. A capital project consisting of a gymnasium, outdoor pool and water park amenities and six pickleball courts.
Facts & Historical Information:	In 2018 Lumpkin County started the planning process for an outdoor recreational pool. During the planning process the project scope changed to an aquatic facility with indoor pool and outdoor water park type amenities. Due to budget constraints the aquatic center project was tabled and planning for an alternative began. The current project scope is to construct a two-court gymnasium, an outdoor eight lane pool, a lazy river, two water slides and a splash pad; as well as six pickleball courts. The current project scope addresses several community recreational needs.
Potential Courses Of Action:	1. Approve the schematic design dated July 14, 2022 and direct the architect to proceed with design development and construction documents. Accept the not to exceed construction cost of $11,878,556, which excludes furniture, fixtures and equipment (FF&E). Authorize staff to work with Stifel and the Public Building Authority to secure the second phase of project funding. 2. Take no action.
Staff Recommendation:	**Option 1**