LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom

June 28, 2022
2:15 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**

1. Proclamation for Yahoola Outdoors

- **PRESENTATIONS**

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

- **CONSIDERATION OF MINUTES**

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
8. 2022 - 30 - Appoint Member to Dahlonega-Lumpkin County Chamber & Visitors Bureau Tourism Committee - Debra Stipe
9. 2022 - 31 - Appoint Member to Lumpkin County Veterans Affairs Committee - Bill Poole to Seat 2, ending 4.14.2025
10. 2022 - 32 - Request to Amend Purchasing Policy *(Finance Director Abby Branan)*
11. 2022 - 33 - June Surplus Property *(Finance Director Abby Branan)*
12. 2022 - 34 - Request to Update Civil Service Policy *(Community & Employee Services Director Alicia Davis)*

- **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)*
14. 2022-027 - Medical Director - EMS - Jack Freeman *(Emergency Services Director David Wimpy)*
15. 2022-028 - Consideration of Q-Public Hosting Software Contract Renewal *(Chief Tax Assessor Danny Ziemer)*
16. 2022-029 - iWorQ Permitting and Licensing Contract *(Planning Director Bruce Georgia)*
17. 2022-030 - Magistrate Court Assessment Engagement Letter *(Finance Director Abby Branan)*
18. 2022-031 - ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*
19. 2022-032 - Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance Director Abby Branan)*
20. 2022-033 - Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*
21. 2022-034 - Atlanta Gas Light Contract: Natural Gas Line for Health Department *(Special Projects Director Ashley Peck)* ***Ratify***
22. 2022-035 - Stryker ProCare Maintenance Agreement *(EMA Director David Wimpy)*
23. 2022-036 - Flock Safety Falcon Cameras Contract *(Sheriff Stacy Jarrard)*
24. 2022-037 - Inmate Food Services Contract - Agape Food Service *(Sheriff Stacy Jarrard)*
25. 2022-038 - MOU Amendment - Board of Regents/UGA & Lumpkin County *(Finance Director Abby Branan)*
26. 2022-039 - Additional Design Services - Architecture Unlimited *(Special Projects Director Ashley Peck)* ***Ratify***

- **OTHER ITEMS**

27. 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)*
29. Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request *(Public Works Director Larry Reiter)*
30. Enotah Judicial Circuit Fiscal Year 2022-2023 Budget *(Finance Director Abby Branan)*

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **ADJOURNMENT**

Lumpkin County, Georgia

Board of Commissioners Department

Date: June 28, 2022

Agenda Item: Proclamation for Yahoola Outdoors

Item Description: Proclamation for Yahoola Outdoors

Attachments:
2022 Yahoola Outdoors

Proclamation of Appreciation

Yahoola Outdoors

WHEREAS, *the Yahoola Creek Reservoir Master Plan was adopted by the Lumpkin County Board of Commissioners on January 5, 2021 in order to evaluate the 200 acres of surrounding property; and*

WHEREAS, *the existing reservoir trail is treasured by the community and was identified as a top priority during the community engagement survey process; and*

WHEREAS, *Yahoola Outdoors entered into a Volunteer Service Agreement with Lumpkin County and the Development Authority of Lumpkin County to provide technical expertise, design, and volunteer outreach for the construction and maintenance of reservoir trails; and*

WHEREAS, *their community outreach efforts resulted in 35 volunteers who completed 425 total hours of service over 26 days, and enabled 1,056 feet of new tread to be constructed. The new section of trail officially opened on June 4th in coordination with National Trails Day.*

NOW THEREFORE, BE IT RESOLVED *that the Members of the Lumpkin County Board of Commissioners hereby honor Yahoola Outdoors for their outstanding volunteer service and further proclaim June 21, 2022 as* ***Yahoola Outdoors Day****.*

IN WITNESS WHEREOF, *we have set our hand and caused the seal of Lumpkin County to be affixed this 21st day of June, 2022.*

Lumpkin County, Georgia

_____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____

Melissa Witcher, County Clerk

Attachment: 2022 Yahoola Outdoors (3398 : Proclamation for Yahoola Outdoors)

Lumpkin County, Georgia

Finance Department

Date: June 28, 2022

Agenda Item: 2021 Audit Presentation

Item Description: 2021 Audit Presentation

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom

May 3, 2022
4:00 P.M.

Minutes Acceptance: Minutes of May 3, 2022 4:00 PM (CONSIDERATION OF MINUTES)

CALL TO ORDER

The meeting was called to order at 4:02 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. Historical Society Presentation

Historical Society Presentation

Robbie Niles was present to give the Historical Society presentation.

2. TWS Insurance Update/Renewal

TWS Insurance Update/Renewal

Chairman Dockery said the whole idea of moving to self-insurance was intended to reverse the trend of increased insurance costs. After this presentation, he said he does not see any evidence of the trend being reversed. He wants staff to go back and evaluate what our exposure is comparing between United Healthcare and the self-insurance. He also expressed concern that Turner, Wood, & Smith are suggesting an Open Enrollment date of May 17th and they are only just now presenting this on May 3rd. The Chairman said that does not allow the Commissioners much choice except to continue with this, and that is unfair. He asked Commissioner Stringer to get with the County Manager and TWS to go over this information.

Commissioner Greene asked HR Director Alicia Davis what the feedback from employees has been regarding the self-insurance. She said it hasn't been that different from when we had United Healthcare. Some employees have been able to take advantage of the program where if you call ahead for an estimate on a procedure, you can be eligible for a reward. TWS employees have also been working with County employees to help them if they have any issues. She says it is not worse than UHC, and for some employees it has been better.

3. Special Cash Distribution for ACCG Workers' Compensation Program

Special Cash Distribution for ACCG Workers' Compensation Program

MINUTES

4. Board of Commissioners - Special Called Work Session - Apr 4, 2022 9:00 AM
5. Board of Commissioners - Work Session - Apr 5, 2022 4:00 PM
6. Board of Commissioners - Public Hearing - Apr 5, 2022 4:30 PM
7. Board of Commissioners - Work Session II - Apr 19, 2022 5:30 PM
8. Board of Commissioners - Regular Meeting - Apr 19, 2022 6:00 PM

RESOLUTIONS

9. 2022 - 25 - Reappoint Members to Library Board-David Luke to Seat 1,Kaye Campagnoli to Seat 4, both exp 06/30/26

Reappoint Members to Library Board - David Luke to Seat 1, Kaye Campagnoli to Seat 4, both exp 06/30/2026.

10. 2022 - 26 - Appoint Member to Lumpkin County DFACS Board - Melissa Line to Seat 4, expiring 06/30/2027

Appoint Member to Lumpkin County DFACS Board - Melissa Line to Seat 4, expiring 06/30/2027

11. 2022 - 27 - Appoint Member to Public Building Authority - --to Seat 2, of unexpired term ending 02/21/2025

Appoint Member to Public Building Authority - --to Seat 2, of unexpired term ending 02/21/2025

Chairman Dockery said Ruth Bohac has decided to retire from the Public Building Authority, so this will be her replacement.

12. 2022 - 28 - Appoint Member to LC Board of Tax Assessors - Seat 2, unexpired term ending 6/30/2024

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

13. 2022 - 29 - Hazardous Waste Trust Fund Application for Reimbursement Resolution *(Finance Director Abby Branan)*

Hazardous Waste Trust Fund Application for Reimbursement Resolution. Georgia Department of Natural Resources Environmental Protection Division Hazardous Waste Trust Fund Contract.

Finance Director Abby Branan said we received a letter today regarding the money from the Hazardous Waste Trust Fund. In order to receive the funds, a resolution and contract must be approved within 30 days of receipt of the letter.

CONTRACTS/AGREEMENTS

14. 2022-020 - Legacy Link Nutrition Program Services FY-2023 Contract *(Senior Center Manager Linda Kirkpatrick)*

Legacy Link Nutrition Program Services FY-2023 Contract. Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

15. 2022-021 - GDOC Inmate Work Detail Contract *(Special Projects Director Ashley Peck)*

GDOC Inmate Work Detail Contract. Request approval of a contract with GDOC for inmate labor.

Minutes Acceptance: Minutes of May 3, 2022 4:00 PM (CONSIDERATION OF MINUTES)

16. 2022-022 - United Futbol Academy Soccer *(Park & Recreation Manager Wade Chandler)*

United Futbol Academy Soccer. This is a request for a renewal of the Contract for the United Futbol Academy Field Use Agreement for Soccer Programming.

17. 2022-023 - UNG Swimming Pool Agreement *(Park & Recreation Manager Wade Chandler)*

UNG Swimming Pool Agreement. This is a contract for a usage agreement between the County and UNG for usage of their pool to instruct swimming lessons and conduct swim team practice.

18. 2022-024 - Hazardous Waste Trust Fund Application for Reimbursement *(Finance Director Abby Branan)*

Hazardous Waste Trust Fund Application for Reimbursement

OTHER ITEMS

19. Animal Shelter Cameras *(Special Projects Director Ashley Peck)*

Animal Shelter Cameras. Consideration of Purchasing Animal Shelter Cameras.

Special Projects Director Ashley Peck said the Animal Shelter has been experiencing frequent camera outages and failures. She explained the cameras are necessary due to the medications stored on site and the inmate labor they sometimes use. Staff is recommending a cloud-based system, which would allow the cameras to be moved if a new animal shelter is constructed. Another benefit of moving to cloud-based storage is we will not have to purchase extra server space to store the footage per the retention schedule. Ms. Peck said we currently require about 11 cameras, and we could always add more later at a new facility. This vendor offers a ten-year contract for these cameras.

Chairman Dockery asked if we would have to pay extra during the ten-year period for things like software updates. Ms. Peck said the updates are included in the ten-year package, and they will replace any cameras that fail. The Chairman noted that the Justice Center is in need of camera updates as well. He said the Commissioners will have to think about prioritizing between the needs of the Animal Shelter and the Justice Center, and he asked if there is a less expensive solution for the shelter.

Commissioner Greene asked if this is the type of camera that the Justice Center needs. Chairman Dockery said the Justice Center requires a more complex system that can interact with door locks and things like that. Commissioner Stringer said he has some cheap cameras at his house that he can pull up right now on his phone, and the Chairman said he has the same thing at his office. He said we can perhaps work on a "band-aid" solution for the Animal Shelter as a temporary measure.

Commissioner Moran asked if the $34,000 would cover all the cameras and hosting for ten years, and Ms. Peck responded it includes the cloud storage, licensing, installation, and replacement cameras.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene welcomed attendees from the Leadership Lumpkin class to tonight's meeting.

Minutes Acceptance: Minutes of May 3, 2022 4:00 PM (CONSIDERATION OF MINUTES)

Chairman Dockery said the second Lumpkin 101 class just had their graduation dinner, and he and some of the other Commissioners and staff recently attended the ACCG conference in Savannah for training and networking.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:00 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of May 3, 2022 4:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Commissioners Boardroom

May 3, 2022
5:30 P.M.

Minutes Acceptance: Minutes of May 3, 2022 5:30 PM (CONSIDERATION OF MINUTES)

CALL TO ORDER

The meeting was called to order at 5:31 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	

CONSIDERATION OF AGENDA

Motion: *A motion was made by Chairman Dockery to approve the agenda with "public comments" being added after agenda approval. The motion was seconded by Commissioner Mayfield. The motion was approved and carried.*

PUBLIC COMMENTS

Clinton Crane reminisced about Dahlonega years ago before Highway 400 was built, and how you can see the changes Highway 400 has brought. It has caused Cumming and Dawsonville to be built up, and Lumpkin County will be the same way. Mr. Crane said he has spoken to some officials in Dawsonville and they blamed the population explosion on townhomes, apartments, and multi-family housing. He mentioned how heavy the traffic can become on Highway 53 and 60, which is something that did not happen years ago. Mr. Crane said the bigger our population gets, the more services we will need like police and EMTs. It will also cause increased wear on the roads. Some people have been saying "Do all of the expansion near Longbranch and Red Oak Flats," but there are people that live down there too, he said. We can drive down to Dawsonville if we want to go out to eat or go to Publix. Mr. Crane asked the BOC if they had considered stopping townhomes and multifamily housing.

Chairman Dockery said the BOC would not debate with anyone tonight, but he understood what Mr. Crane was saying. He said since we have limited infrastructure in Lumpkin County, it naturally limits the number of townhomes and multifamily housing that can be built here. Ten years ago when he ran for office, the Chairman said everyone wanted to be like Dawson County, and now they want the opposite. Mr. Crane said most people want to preserve our small-town atmosphere, and it doesn't take a rocket scientist to see what Highway 400 is bringing. He also urged the BOC to consider his proposal regarding a minimum 1-acre lot requirement in subdivisions regardless of how much greenspace they have.

Steve Sylvester said he considers this moratorium to be a missed opportunity, and there seemed to be some confusion over what the goals of this process were. Initially it appeared to be a complete overhaul of the Land Use Code, but then later it was changed to "clarifying ambiguities." Mr. Sylvester said after the two five-hour special work sessions, the draft changed drastically from the original. Many of the restrictions were eased or eliminated, and Restricted Development areas became less protected due to the changes. Mr. Sylvester

questioned why, as the majority of public input, whether via surveys or public comments, has been in favor of increased restrictions. He heard Commissioners say during meetings, "I don't understand why these uses have such high acreage requirements." The goal was to limit development in the Restricted Development areas. Mr. Sylvester also questioned why the minimum lot size is one acre, and he said it would be better if we required two acres. He said the issues that spurred these revisions were things like Iron Mountain, the gun range, and the RV park, yet they are all still going to be allowed. He asked the BOC when they will allow a public referendum on zoning.

RESOLUTIONS

2022 - 20 - Revisions to Chapter 27 Land Use Code *(Planning Director Bruce Georgia)*

Revisions to Chapter 27 Land Use Code

Motion: *A motion was made by District 3 Commissioner Stringer to approve the resolution. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried unanimously.*

ADJOURNMENT

Motion: *Commissioner Mayfield moved to adjourn the meeting, and was seconded by Commissioner Greene. The motion was approved and carried.*

The meeting ended at 5:48 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of May 3, 2022 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom

May 17, 2022
5:30 P.M.

Minutes Acceptance: Minutes of May 17, 2022 5:30 PM (CONSIDERATION OF MINUTES)

CALL TO ORDER

The meeting was called to order at 5:31 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	

CONSIDERATION OF MINUTES

1. Board of Commissioners - Special Called Work Session - Apr 4, 2022 9:00 AM
2. Board of Commissioners - Work Session - Apr 5, 2022 4:00 PM
3. Board of Commissioners - Public Hearing - Apr 5, 2022 4:30 PM
4. Board of Commissioners - Work Session II - Apr 19, 2022 5:30 PM
5. Board of Commissioners - Regular Meeting - Apr 19, 2022 6:00 PM
6. Board of Commissioners - Special Called Work Session - Apr 26, 2022 9:00 AM

RESOLUTIONS

7. 2022 - 25 - Reappoint Members to Library Board-David Luke to Seat 1,Kaye Campagnoli to Seat 4, both exp 06/30/26

Reappoint Members to Library Board - David Luke to Seat 1, Kaye Campagnoli to Seat 4, both exp 06/30/2026.

8. 2022 - 26 - Appoint Member to Lumpkin County DFACS Board - Melissa Line to Seat 4, expiring 06/30/2027

Appoint Member to Lumpkin County DFACS Board - Melissa Line to Seat 4, expiring 06/30/2027

9. 2022 - 27 - Appoint Member to Public Building Authority - --to Seat 2, of unexpired term ending 02/21/2025

Appoint Member to Public Building Authority - --to Seat 2, of unexpired term ending 02/21/2025

10. 2022 - 28 - Appoint Member to LC Board of Tax Assessors - Seat 2, unexpired term ending 6/30/2024

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

11. 2022 - 29 - Hazardous Waste Trust Fund Application for Reimbursement Resolution *(Finance Director Abby Branan)*

Hazardous Waste Trust Fund Application for Reimbursement Resolution. Georgia Department of Natural Resources Environmental Protection Division Hazardous Waste Trust Fund Contract.

CONTRACTS/AGREEMENTS

12. 2022-020 - Legacy Link Nutrition Program Services FY-2023 Contract *(Senior Center Manager Linda Kirkpatrick)*

Legacy Link Nutrition Program Services FY-2023 Contract. Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

13. 2022-021 - GDOC Inmate Work Detail Contract *(Special Projects Director Ashley Peck)*

GDOC Inmate Work Detail Contract. Request approval of a contract with GDOC for inmate labor.

14. 2022-022 - United Futbol Academy Soccer *(Park & Recreation Manager Wade Chandler)*

United Futbol Academy Soccer. This is a request for a renewal of the Contract for the United Futbol Academy Field Use Agreement for Soccer Programming.

15. 2022-023 - UNG Swimming Pool Agreement *(Park & Recreation Manager Wade Chandler)*

UNG Swimming Pool Agreement. This is a contract for a usage agreement between the County and UNG for usage of their pool to instruct swimming lessons and conduct swim team practice.

16. 2022-024 - Hazardous Waste Trust Fund Application for Reimbursement *(Finance Director Abby Branan)*

Hazardous Waste Trust Fund Application for Reimbursement

17. 2022-025 - Medicare Revalidation for Ambulance Service *(Finance Director Abby Branan)*

Medicare Revalidation for Ambulance Service. Consideration of the Medicare revalidation for ambulance service.

OTHER ITEMS

18. Lumpkin County Employee Health Insurance Renewal *(Community & Employee Services Director Alicia Davis)*

Lumpkin County Employee Health Insurance Renewal. Consideration of Renewal of Self-Insurance Plus Renewal of Vision Insurance.

Minutes Acceptance: Minutes of May 17, 2022 5:30 PM (CONSIDERATION OF MINUTES)

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

Sheriff Jarrard asked if the health insurance renewal would come with any increases for the employees. Chairman Dockery said they do not anticipate that happening.

ADJOURNMENT

The meeting ended at 5:36 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of May 17, 2022 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom

May 17, 2022
6:00 P.M.

Minutes Acceptance: Minutes of May 17, 2022 6:00 PM (CONSIDERATION OF MINUTES)

CALL TO ORDER

The meeting was called to order at 6:01 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	

INVOCATION

Chairman Dockery gave the invocation, which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: *A motion was made by Chairman Dockery to approve the agenda and omit items 9 and 10. The motion was seconded by Commissioner Mayfield. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)

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 1 Commissioner Greene. The motion was approved and carried.*

1. Board of Commissioners - Special Called Work Session - Apr 4, 2022 9:00 AM
2. Board of Commissioners - Work Session - Apr 5, 2022 4:00 PM
3. Board of Commissioners - Public Hearing - Apr 5, 2022 4:30 PM
4. Board of Commissioners - Work Session II - Apr 19, 2022 5:30 PM
5. Board of Commissioners - Regular Meeting - Apr 19, 2022 6:00 PM
6. Board of Commissioners - Special Called Work Session - Apr 26, 2022 9:00 AM

RESOLUTIONS

7. 2022 - 25 - Reappoint Members to Library Board-David Luke to Seat 1,Kaye Campagnoli to Seat 4, both exp 06/30/26

Reappoint Members to Library Board - David Luke to Seat 1, Kaye Campagnoli to Seat 4, both exp 06/30/2026.

Motion: *A motion was made by Chairman Dockery to reappoint David Luke to Seat 1 with a term expiring 6/30/2026. The motion was seconded by Commissioner Stringer. The motion was approved and carried.*

Motion: *A motion was made by Chairman Dockery to reappoint Kaye Campagnoli to Seat 4 with a term expiring 6/30/2026. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

8. 2022 - 26 - Appoint Member to Lumpkin County DFACS Board - Melissa Line to Seat 4, expiring 06/30/2027

Appoint Member to Lumpkin County DFACS Board - Melissa Line to Seat 4, expiring 06/30/2027

Motion: *A motion was made by Chairman Dockery to reappoint Melissa Line to Seat 4 with a term expiring 6/30/2027. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

9. 2022 - 27 - Appoint Member to Public Building Authority - --to Seat 2, of unexpired term ending 02/21/2025

Appoint Member to Public Building Authority - --to Seat 2, of unexpired term ending 02/21/2025

This item was struck from the agenda.

10. 2022 - 28 - Appoint Member to LC Board of Tax Assessors - Seat 2, unexpired term ending 6/30/2024

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

This item was struck from the agenda.

11. 2022 - 29 - Hazardous Waste Trust Fund Application for Reimbursement Resolution *(Finance Director Abby Branan)*

Hazardous Waste Trust Fund Application for Reimbursement Resolution. Georgia Department of Natural Resources Environmental Protection Division Hazardous Waste Trust Fund Contract.

Motion: *A motion was made by District 4 Commissioner Moran to approve Hazardous Waste Trust Fund Application for Reimbursement Resolution. 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

12. 2022-020 - Legacy Link Nutrition Program Services FY-2023 Contract *(Senior Center Manager Linda Kirkpatrick)*

Legacy Link Nutrition Program Services FY-2023 Contract. Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

Minutes Acceptance: Minutes of May 17, 2022 6:00 PM (CONSIDERATION OF MINUTES)

Motion: *A motion was made by District 1 Commissioner Greene to approve Legacy Link Nutrition Program Services FY-2023 Contract. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

13. 2022-021 - GDOC Inmate Work Detail Contract *(Special Projects Director Ashley Peck)*

GDOC Inmate Work Detail Contract. Request approval of a contract with GDOC for inmate labor.

Motion: *A motion was made by District 4 Commissioner Moran to approve GDOC Inmate Work Detail Contract. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

14. 2022-022 - United Futbol Academy Soccer *(Park & Recreation Manager Wade Chandler)*

United Futbol Academy Soccer. This is a request for a renewal of the Contract for the United Futbol Academy Field Use Agreement for Soccer Programming.

Motion: *A motion was made by District 1 Commissioner Greene to approve United Futbol Academy Soccer. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

15. 2022-023 - UNG Swimming Pool Agreement *(Park & Recreation Manager Wade Chandler)*

UNG Swimming Pool Agreement. This is a contract for a usage agreement between the County and UNG for usage of their pool to instruct swimming lessons and conduct swim team practice.

Motion: *A motion was made by District 3 Commissioner Stringer to approve UNG Swimming Pool Agreement. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

16. 2022-024 - Hazardous Waste Trust Fund Application for Reimbursement *(Finance Director Abby Branan)*

Hazardous Waste Trust Fund Application for Reimbursement

Motion: *A motion was made by District 3 Commissioner Stringer to approve Hazardous Waste Trust Fund Application for Reimbursement. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

17. 2022-025 - Medicare Revalidation for Ambulance Service *(Finance Director Abby Branan)*

Medicare Revalidation for Ambulance Service. Consideration of the Medicare revalidation for ambulance service.

Motion: *A motion was made by District 1 Commissioner Greene to approve Medicare Revalidation for Ambulance Service. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

OTHER ITEMS

18. Lumpkin County Employee Health Insurance Renewal *(Community & Employee Services Director Alicia Davis)*

Lumpkin County Employee Health Insurance Renewal. Consideration of Renewal of Self-Insurance Plus Renewal of Vision Insurance.

Motion: *A motion was made by District 3 Commissioner Stringer to continue with self-insurance as recommended and approve the VSP contract with no increase to employees. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

Minutes Acceptance: Minutes of May 17, 2022 6:00 PM (CONSIDERATION OF MINUTES)

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENTS

ADJOURNMENT

The meeting was adjourned at 6:10 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of May 17, 2022 6:00 PM (CONSIDERATION OF MINUTES)

Lumpkin County, Georgia

Board of Commissioners Department

Date: June 28, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022-28

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY BOARD OF TAX ASSESSORS**

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Board of Tax Assessors to fill a vacant seat;

Now, therefore, it is hereby resolved that the following person is appointed to the Lumpkin County Board of Tax Assessors for the seat and term as follows:

Name	Seat	Term Beginning	Term Expiration
Archie Bowling	2	July 1, 2022	June 30, 2024

Resolved, adopted and effective this 28th day of June, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: June 28, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022 – 30

A RESOLUTION TO RECOMMEND
A MEMBER TO THE
Dahlonega-Lumpkin County Chamber and Visitors Bureau Tourism Committee

Whereas, the Dahlonega-Lumpkin Chamber and Visitors Bureau (the 'Chamber') has requested a recommendation from the Lumpkin County Board of Commissioners of a member to serve on the Chamber's tourism standing committee;

Now therefore, it is hereby resolved that Debra Stipe is recommended to the Chamber as a member to serve on the Chamber's tourism standing committee.

Resolved, adopted and effective this 28th day of June, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: June 28, 2022

Agenda Item: Appoint Member to Lumpkin County Veterans Affairs Committee - Bill Poole to Seat 2, ending 4.14.2025

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

LUMPKIN COUNTY RESOLUTION NO. 2022-31

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY VETERANS' AFFAIRS ADVISORY COMMITTEE**

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Lumpkin County Veterans' Affairs Advisory Committee to fill the remainder of an unexpired term;

Now therefore, it is hereby resolved that the following person is appointed to serve on the Lumpkin County Veterans' Affairs Advisory Committee for the seat and term indicated below:

Name:	**Seat Number:**	**Term Expiration:**
Bill Poole	Seat 2	April 14, 2025

Resolved, adopted and effective this 28th day of June, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Finance Department

Date: June 28, 2022

Agenda Item: Request to Amend Purchasing Policy

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

Facts & Historical Information:

Proposed updates to the Purchasing Policy are as follows:

- Added table of contents to help navigate within the document
- Added the definition of Road Projects in Section I, 21
- Added a Resolution reference in Section II, B
- Added a reference in Section II, G for Public Advertising operational procedures
- Added Section II, N for Purchases by County Manager. This section defines the County's Manager's authority to purchase up to $20,000 without approval from the Board of Commissioners when the purchase falls within the operating budget. It also provides the County Manager the authority to exempt from the Policy the procurement of goods and services valued at less than $20,000 when the interests of Lumpkin County, provided that such exemption or variance does not violate applicable law.
- Clarified the legal reference for Dissemination of Invitations to Bid in Section III, E.
- Removed the duplication of Professional Services by updating Section III, F to Request for Proposal.
- Provided clarification of the location of the Request for Procurement Form in Section III, G.
- Clarified the requirement for Payment Bonds, Insurance Requirements, and Advertising in Section III, H.
- Provided clarification of the Request for Procurement process in Section III, O.
- Updated the proof of delivery process in Section III, P so that all employees can sign as proof of receiving goods.
- Added Section III, R for Condolence Purchases, which allows for flowers or gifts to be purchased only with donated funds.
- Added Section IV, M for Tax Exemption, which formalizes the necessity of tax exemption certificates on p-card purchases.

Potential Courses of Action:

A. Adopt the proposed Purchasing, Purchasing Card, and Fleet Card Policy as presented with the edits. This provides much needed clarity.
B. Do not adopt the proposed Purchasing, Purchasing Card, and Fleet Card Policy.

Budget Impact: There is no budget impact.

Staff Recommendation: Staff recommends Course of Action A.

Lumpkin County Resolution No. 2022 – 32

A Resolution to Amend Existing Purchasing Policies and Procedures

Whereas, staff has conducted a review of the Lumpkin County Purchasing Policy; and

Whereas, certain updates and revisions to the purchasing policies and procedures have been completed and submitted to the Lumpkin County Board of Commissioners for review and approval;

Whereas, the Lumpkin County Board of Commissioners desires to update the purchasing policies and procedures as recommended by staff;

Now, therefore, be it resolved that the updated Lumpkin County Purchasing Policy attached hereto as Exhibit "A" is hereby adopted as the purchasing policies and procedures for Lumpkin County.

Resolved, adopted and effective this 28th day of June, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Purchasing Policy Revision - with edits shown

LUMPKIN COUNTY

PURCHASING POLICY

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

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Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

I. DEFINITIONS

1. Acquiring Office: The department, division, board, authority, or other unit of Lumpkin County Government under whose authority, on whose behalf, or for whose use a service, commodity, or real property is required or acquired or a contract or agreement relating thereto is obtained.

2. Acquisition: A transaction in which the County purchases, orders, contracts for, or otherwise agrees to obtain any commodity, service, real property or combination thereof.

3. Bid: Submission of information from a bidder which describes the bidder's commodities or services, information necessary to respond to the specifications, and other requirements set forth in a Request for Bids.

4. Brand Name or Equal Specification: A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.

5. Brand Name Specification: A specification limited by manufacturers' names or catalogue numbers.

6. Business: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

7. Change Order: A written order signed and issued by the Lumpkin County Board of Commissioners, directing the contractor to make changes, which the "Changes" clause of the contract authorizes the contracting officer to order without the consent of the contractor.

8. Commodity: A discrete and distinct item of tangible personal property, including, without limitation, any such item which is intended to become an integrated part of another item of tangible personal property or of any improvement to real property.

9. Confidential Information: Any information which is available to an employee only because of the person's status as an employee of Lumpkin County and is not a matter of public knowledge or available to the public on request.

10. Consultant: A person who has expertise because of education or experiences, which uniquely qualifies him/her to provide specialized services or advice.

11. Contract: Any agreement, purchase order, lease, or other document which creates or is intended to create binding reciprocal obligations including, without limitation, any document evidencing a bid or proposal award which has been accepted by the bidder.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

12. Contractor: Any person who is party to a contract.

13. Direct or Indirect Participation: Involvement through decision approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

14. Employee/Official: An individual drawing a salary or wages from Lumpkin County, whether elected or not; any non-compensated individual performing personal services for Lumpkin County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of Lumpkin County; and any non-compensated individual serving as an elected official of Lumpkin County.

15. Immediate Family: A spouse, child, parents, brother, sister, or step- or in-law equivalents.

16. Bidder: Any person who has submitted a bid or proposal to the County, or otherwise offered to, from a contract with the County.

17. Person: Any individual or legal entity.

18. Professional Service: A service consisting in material part of advice, evaluation, planning, design, or other effort involving the exercise of judgment, discretion, and knowledge, including, without limitation, a service provided by a person whose profession is licensed or regulated by the state or federal government.

19. Public Works Projects: Any infrastructure repair, maintenance, or construction project. (Infrastructure: roads, bridges, drainage systems, pipelines, utilities, etc.)

20. Request for Procurement: A document by which a department requests the acquisition of commodities or services.

21. Road Projects: Any planning, location, surveying, designing, supervising, inspecting, building, paving, striping, re-striping, modifying, grading, widening, relocating, rebuilding or other major improvement of a substantial portion to an existing road.

22. Qualified Products List: An approved list of supplies, services, or construction items described by model or catalogue numbers, which prior to competitive solicitation, the County has determined will meet the applicable specification requirements.

23. Request for Bids: All information and documentation disseminated by the County to solicit bids.

24. Request for Qualifications: All information and documentation disseminated by the County to solicit qualifications.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

25. Responsible Bidder: A person who has the capability, in all respects, to fully perform the contract requirements and the experience, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

26. Responsible Director: The director or acting director who has supervisory authority over a County Department and responsibility for acquiring materials, supplies, equipment, and services.

27. Responsive Bidder: A person who submitted a bid which conforms in all material respects to the requirements set forth in the invitation.

28. Services: The furnishing of labor, time, or effort by a contractor which is not intended to accomplish the delivery of a specified tangible product other than reports which are merely incidental to the required performance, including, without limitation, a professional or consulting service.

29. Specification: In connection with a Request for Bids, a list or description of the characteristics of the commodities or services which will meet the County's requirements.

29. Unit of Government: The government of the United States of America or any department, agency, or division thereof; the State of Georgia or any department, agency, political subdivision, municipal corporation, or authority thereof.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

II. PURCHASING POLICY

Policy Statement

This policy shall govern all acquisitions and dispositions by Lumpkin County of commodities, equipment, and services and all related contracts and agreements whether made by purchase order, charge account, accounts payable invoice, p-card, or fleet card. This policy supersedes and repeals all previously existing policies to the extent they are inconsistent within the provisions thereof.

A. PURPOSE

This policy shall be construed and applied to promote its purposes which are:

1. To foster effective, fair, and broad-based competition for public procurement within the free enterprise system; and
2. To provide safeguards for the maintenance of quality, integrity, and equity in the purchase and disposition of County property.

B. CODE OF ETHICS

This policy incorporates Lumpkin County Resolution No. 2001-52 "Lumpkin County Code of Ethics" adopted by the Sole Commissioner on December 27, 2001.

C. BUDGETED EXPENDITURES

It is the responsibility of the Department Heads and Elected Officials to ensure all purchases are consistent with and support the current approved budget prior to committing funds. Specific approval by the Board of Commissioners is required for capital purchases not included in the current year operating budget or those items that require a contract be executed.

D. AUTHORITY & RESPONSIBILITY OF PURCHASING DEPARTMENT & PURCHASING AGENT

The Purchasing department shall serve all of Lumpkin County Government by obtaining required commodities and services in accordance with State of Georgia law and this policy. The Purchasing Agent shall, except as otherwise specified herein, be responsible for the administration of all transactions governed by the provisions of this Policy and shall serve as the principal procurement officer of the County. Unless otherwise provided, any duties and powers of the Purchasing Agent may be delegated by him/her to subordinate purchasing agents/buyers and other employees/elected officials. The Purchasing Agent shall be subject to the authority and supervision of the Director of Finance and Purchasing.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

E. PROCUREMENT PROCEDURES

The Purchasing Agent is authorized to establish, implement, and enforce written operational procedures relating to acquisitions subject to this Policy. Such procedures shall, to the extent consistent with applicable law and this Policy, be based upon generally accepted public purchasing principles and practices and shall become effective upon approval by the Board of Commissioners. Additionally, these procedures may be revised, as necessary, through the same process used for their initial approval.

F. DISCLAIMER OF RESPONSIBILITY FOR IMPROPER PURCHASING

The Board of Commissioners may disclaim responsibility and liability for any expenditure or agreement for expenditure arising from a procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this Policy or the authorization or delegation as provided in this Policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

G. PUBLIC ADVERTISING

Operational procedures in Section III, H ~~will be developed to~~ define the requirements for public advertising to conform to all applicable provisions of the laws of the State of Georgia. ~~O.C.G.A. §36-91-20.~~

Commented [JE1]: I recommend deleting the coc reference here. Do we have operational procedure place?

H. BID OPENING

When sealed bids are required, they shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the bid package. Specific procedures for this process shall be defined in the operational procedures.

I. PROFESSIONAL SERVICES

"Professional Services" refers to a service consisting in material part of advice, evaluation, planning, design, or other effort involving the exercise of judgment, discretion, and knowledge, including, without limitation, a service provided by a person whose profession is licensed or regulated by the state or federal government

It is the policy of this County to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price with the ultimate selection based on interest of the County and receipt of maximum value.

The Board of Commissioners will approve all contracts for accounting, architectural, legal, and management consulting services, and for all other professional services.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

J. CONSTRUCTION ACQUISITION

Construction acquisition (public works projects) shall follow the competitive sealed bid process and public advertising as described in the operational procedures.

K. BONDING REQUIREMENTS

Operational procedures will be developed to define the requirements for bid bonds, performance bonds, and payment bonds to conform to all applicable provisions of the laws of the State of Georgia.

L. APPROVAL OF CONTRACTS

All contracts shall be reviewed and approved as to form by County Attorney prior to execution on behalf of the County. A contract shall conform to state and federal law and to County polices and shall otherwise contain such provisions as are reasonably necessary to protect the interest of the County. All contracts must be signed by the Board of Commissioners regardless of amount.

M. PURCHASES BY COMMISSIONERS

From time to time it may be necessary for Commissioners to request the purchase of certain supplies and materials to aid them in the performance of their duties. A request for such supplies and materials shall be submitted to the County Clerk via email. The County Clerk will verify that funds are available to purchase supplies and materials and will forward the request to the purchasing agent with the proper account code for processing. Should a commissioner request items that are not included in the current budget, the commissioner may request that the item(s) be added to the next work session agenda for consideration by the Board of Commissioners. Should the Board of Commissioners approve the request at the next regular meeting, the request will be forwarded to the Purchasing Agent with the appropriate account code for processing. This does not apply to items which are replaced according to adopted and or contractual replacement schedules.

N. PURCHASES BY COUNTY MANAGER

The County Manager may authorize purchases up to $20,000 without approval from the Board of Commissioners when the purchase falls within the budget. The County Manager may exempt from this Policy the procurement of goods and services valued at less than $20,000 and may otherwise vary the application of these guidelines upon good cause shown and when in the interests of Lumpkin County, provided that such exemption or variance does not violate applicable law.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

O. REVISIONS

This procedure will be revised and supplemented as needed to meet new needs and conditions. Revised pages will be distributed to all holders who are responsible for keeping the procedures current. Policy will be reviewed annually in December.

P. TAX EXEMPTION

O.C.G.A. §48-8-3 exempts purchase made by Agencies, including Local Governments, from State Sales and Use Tax when payment is made with appropriated funds. Exemption Form, ST-5, must be presented to vendors upon request and as needed to confirm exemption.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

III. PURCHASING OPERATIONAL PROCEDURES

A. PROCEDURES

These procedures shall govern all acquisitions by Lumpkin County of commodities, equipment, services, and all related contracts and agreements. This procedure supersedes and repeals all previously existing procedures to the extent they are inconsistent with the provisions thereof. Items and projects approved in SPLOST or CIP programs will follow these procedures, specifically section M, and will have the scope of work approved by the County Manager and the amounts verified to project budget(s) verified by Finance prior to the ordering of or commencement of projects.

The following supplies and services are not covered by this procedure:

1. Works of art for public places,
2. Printed copyright material including published books, maps, periodicals, and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a volume purchase,
3. Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of acquisition of real property,
4. Purchases between governments and/or nonprofit organizations,
5. Dues, membership and board member fees, subscriptions,
6. Services provided directly to individual citizens and employees including reimbursements and other miscellaneous payments,
7. Utilities including but not limited to electric and water, H. Licensed health professionals,
8. Training, travel, lodging or meal expenses.

B. APPLICATION OF FEDERAL AND STATE LAW

It is intended that this Procedure shall conform to all applicable provisions of the laws of the United States and of the State of Georgia. In the event any portion of this Procedure shall be declared invalid for its failure to conform to state or federal law, such invalidity shall not affect the remaining portions. Notwithstanding any other provision of this Procedure, the Governing Authority may enter into contracts, follow any procedure, or take any action, which is otherwise at variance with this Procedure, if required as a condition to receiving funds from the government of the United States or of the State of Georgia.

C. PUBLIC ACCESS TO PURCHASING INFORMATION

Interested persons shall have access to information regarding Purchasing transactions of Lumpkin County in accordance with the State of Georgia Open Records Act. Requests for inspection of records must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Purchasing Office. A charge may be assessed to any persons requesting copies of records.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

D. PURCHASING RESPONSIBILITIES

It is imperative that the County continually strives to balance cost, delivery, and quality in every area of the County's operations. It is mandatory in Purchasing that the responsibility for buying materials and services be assigned to a group of people skilled in negotiating, value analysis, and other Purchasing techniques.

To achieve this overall objective, the responsibilities, authorities, and controls set forth in this procedure and related policies must be adhered to by all County employees and elected officials.

The following are the basic responsibilities of the Purchasing Department:

1. Only those persons, to whom authority has specifically been delegated by the Board of Commissioners, are authorized to commit County funds for materials, equipment, supplies, and services.
2. The Purchasing Agent has the responsibility for the procurement of all goods and services and to either provide the services for such procurement or give functional directions to others delegated the authority to perform such service.
3. Purchasing is responsible for initiating and maintaining effective and professional relationships with suppliers.
4. All employees involved in purchasing activities will work to maintain and enhance the County's image by their personal conduct and methods of doing business.
5. All employees engaged in purchasing activities will recognize and practice good public relations by giving all callers and visitors courteous treatment.
6. Purchasing personnel are to seek to obtain and purchase all goods at the lowest possible total end-user cost, considering the guidelines of prices, service, quality, and delivery.
7. Purchasing personnel are to inform ordering departments whenever the quality or specifications of materials ordered are inconsistent with sound purchasing practices or market conditions.
8. Purchasing personnel will negotiate the return of rejected equipment or supplies to suppliers.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

E. PURCHASING REQUIRING FORMAL SEALED BIDS

Approvals shall be in accordance with process described below. If the request is for Public Works projects or any other item that has been determined should be advertised, the request will be submitted to Purchasing no later than 12:00 noon on Wednesday for submittal to the newspaper by 12:00 noon on Friday. The advertisement will be developed in accordance with Georgia Law and submitted by the Purchasing Agent. A bid package will be developed by Purchasing in conjunction with public works, as needed, and can be picked up by interested parties. The Purchasing staff will use the following process:

COMPETITIVE SEALED BIDDING - In most cases, the competitive sealed bid is the preferred method of source selection and should be used whenever possible, as it allows qualified, responsive bidders to compete on the basis of price. Generally, the following conditions must be met:

1. Clear and adequate specifications are available;
2. Two or more responsible bidders are willing to participate in the process; and
3. Cost of materials, supplies, equipment or project is $20,000 or greater.

Acquisitions $20,000 or more - any commodity which is expected to cost $20,000 or more shall be acquired through the competitive sealed bid process except as otherwise provided in the Procedure.

DISSEMINATION OF INVITATIONS TO BID - Public notice of an Invitation to Bid shall be advertised as required by the Georgia Local Government Public Works Construction Law, O.C.G.A. §36-91-120, et seq. The public notice shall contain a general description of the item to be purchased, the location where documents may be obtained, and the date, time, and place of bid opening. Notice of any required bonding and insurance shall be included in the public notice. A copy of such notice shall be in the Purchasing office. Any other methods of advertisement, identified as likely to result in optimal competition, may be used in addition to required advertisement, at the discretion of the Purchasing Agent.

RECEIPT OF BIDS- No bids shall be eligible for consideration by the County unless it is placed in a sealed envelope or package and received by the Purchasing Department by the date and time specified in the Request for Bids. The Purchasing Department shall stamp all bids with the date and time of receipt, and shall be secured until the designated opening time. A bid delivered late shall, under no circumstances be eligible for consideration by the County. Late bids shall be returned unopened to the bidder.

BID OPENING - Bids shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Request for Bids. The name of each bidder, the purchase price contained in each bid, and such other information as the Purchasing Agent deems appropriate, shall be announced as the bids are opened. A record of bid information shall be recorded and available for public inspection. Prior to the opening of bids,

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

only the number and not the names of bidders may be disclosed to interested parties.

MODIFICATION OF BIDS - Any clerical mistake which 'is blatantly obvious on the face of a bid may, subject to the limitations described below, be corrected upon written request and verification submitted by the bidder. A non-material omission in a bid may be corrected if the Purchasing Agent determines the correction to be in the County's best interests. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after bid opening:

1. Price information, and
2. Any required insurance or bonding

WITHDRAWAL OF BIDS - Bids may be withdrawn, only by written request, at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bid shall be based upon the following:

The bidder shall give notice in writing of his claim of right to withdraw his bid due to an error, within two business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids solely due to a mistake therein, provided the bid was submitted in good faith, was a clerical mistake as opposed to a judgment mistake, and was due to an unintentional arithmetic error or an unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the whole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

BID EVALUATION- Bids shall be evaluated based on the requirements set forth in the Invitation to Bid. No criteria may be used in bid evaluation that is not specifically set forth in the solicitation.

BID CANCELLATION - An Invitation for Bids may be cancelled prior to opening date or any or all bids may be rejected in whole or in part as may be specified in the solicitation, where it is in the best interest of the County, in accordance with regulations promulgated by the Purchasing department, or as a result of improper conduct on the part of a county employee. The reason for any cancellation shall be made a part of the bid file.

BID AWARD - Responsive and Responsible Bidder(s) - Subject to approval by the Lumpkin County Board of Commissioners, bids shall be awarded to the responsible bidder(s) whose bid, conforming to the Invitation for Bid, will be most advantageous to the County, with price and other factors considered. A written award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid shall be deemed to result in a binding contract without further action by either party.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

APPROVAL OF BIDS - All bid awards shall be approved or rejected by the Lumpkin County Board of Commissioners.

REJECTION OF BIDS - Lumpkin County reserves the right to reject any or all bids if it determines such rejection to be in the best interest of the County.

DISQUALIFICATION OF BIDS - The following types of bids shall be disqualified for consideration for a bid award:

1. A bid which is incomplete in any material aspect,
2. A bid submitted without required bonds or insurance,
3. A bid submitted by a company on the Ineligible Source List

TIE BIDS - In the event two (2) responsive bids are tied for the lowest price and the other terms and conditions of the two (2) are substantially the same, the bid shall be awarded to the Lumpkin County bidder if only one of the bidders has its principal place of business in Lumpkin County. If both or neither of the tied bidders has its principal place of business in Lumpkin County, the bid award shall be made to the winner of a coin toss by Purchasing Department staff in a public session, where bidders and one or more witnesses may be present. Lumpkin County reserves the right to award a bid to an out of County business should the successful bidder be delinquent on taxes payable to Lumpkin County.

F. ~~PROFESSIONAL SERVICES~~ REQUEST FOR PROPOSAL

~~"Professional Services" refers to such services as legal, medical, engineering, surveying, architectural, accounting, finance, and others performed by individuals whose profession is licensed by the State or Federal government.~~

It is the policy of this County to award contracts for ~~professional~~ services on the basis of demonstrated competence and qualifications at a fair and reasonable price, with the ultimate selection based on the best interest of the County and receipt of maximum value. This is a "Quality Based Selection" process.

Unless specifically authorized by the Board of Commissioners, the selection process for ~~professional~~ services shall follow the same basis process as that for competitive sealed bids. The invitation will be for REQUEST FOR PROPOSAL, and pricing will not always be requested at the invitation level. The Scope of Work will include the selection criteria to be used. When the selection process for ~~professional~~ services is executed any way other than through sealed proposals or sealed bids, the Board of Commissioners will authorize such process and procedures. Such procedures shall permit as much competition as possible consistent with obtaining qualified persons and/or firms to perform necessary ~~professional~~ services. The selection process may vary for each type of ~~professional~~ service or according to the purpose of an individual contract.

G. OPEN MARKET PURCHASES

The following are guidelines for open market purchases by the Purchasing Department.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

This shall not prohibit formal sealed bids when in the best interest of the County.

PURCHASES $0.01 to 999.99: The User shall use his/her judgment to source, supply, and determine the appropriate number of quotations to obtain. The User shall submit the request via the Request for Procurement Form located on the Employees Only section of the County website. The User must use approved vendors. ~~with existing County contracts. New vendors will only be used in extenuating circumstances.~~

For routine maintenance, building repairs, and planned projects, the Department Head or their designee may request to purchase items necessary to keep their department functioning, with prior approval by Purchasing, provided they ensure funds are available in the appropriate budget line item. Purchasing has the right to substitute like items if a comparable, less costly item can be found. Purchasing also has the right to request additional justification for the expenditure. Once approved, each receiving receipt must be signed by the Department Head or their designee and coded to the correct line item before submittal to the Finance Department. A list of approved designees for each department must be on file in the Purchasing Department and approved by the Department Head.

If funds are not available, it is the Department Head's responsibility to make arrangements with the Budget & Grant Analyst to transfer funds to the appropriate line item BEFORE any purchase is made.

PURCHASES $1,000.00 to 9,999.99: The User shall get written quotations for not fewer than three (3) prospective bidders. (Exception: Proprietary items and sole source items.) If purchased as a proprietary or sole source item, it should be indicated on the Request for Procurement Form, and all supporting documents should be attached. (Approval of purchases to be made by the Budget & Grant Analyst or Director of Finance & Purchasing prior to notification of bidders.)

PURCHASES $10,000.00 to $19,999.99: These typically require informal (non-advertised) sealed bids. (Exceptions: Proprietary items and sole source items) If purchased as a proprietary or sole source item, it should be indicated on the Request for Procurement Form, located on the Employees Only section of the County website, and all supporting documents should be attached. (Approval of purchases to be made by the Budget & Grant Analyst or Director of Finance & Purchasing prior to notification of bidders.)

Whenever possible, long-term contracts should be obtained for supplying consumable commodities, such as motor oil, gasoline, diesel fuel, tires, batteries, and other items for which monthly or periodic requirements can be reasonably forecasted. Contracts or purchase agreements should extend no longer than a one (1) year period. Any contracts for greater than one year shall meet the requirements of the O.C.G.A. §50-5-64. The Purchasing Agent shall make periodic checks to assure the party under contract is not escalating his delivery price beyond current market prices.

Whenever possible, all fixed asset purchases and bids for non-consumable commodities

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

such as office equipment and furniture, heavy equipment, and vehicles will be combined upon written request from the Purchasing Agent. This shall be done as an effort to obtain volume discounts and reduce costs for processing paperwork.

NOTE: *Nothing in this policy should be interpreted as to limit competition. Each is to use his/her best judgment in securing all competition reasonably available. Employees are encouraged to attain competition regardless of the amount. All purchases will be from contracts when they are available.*

H. CONTRACTUAL REQUIREMENTS

CONSTRUCTION PROJECTS - Construction (public works) projects shall follow the competitive sealed bid process.

BONDING - Bonds are required for construction (public works) contracts. They are required only occasionally for non-construction contracts. The requirement will be stated clearly in the solicitation document in all cases, and the bid bond must accompany the bid/proposal. Any bid or proposal submitted without the required bid bond will not be considered for award.

• BID BOND: The bond must be accompanied by a bid guarantee of not less than five (5) percent of the amount of the bid. The guarantee may in the form of Cashier's Check or Certified Check made payable to the Lumpkin County Board of Commissioners, or a Bid Bond issued by a surety company. The guarantee shall insure the execution of the contract document and the furnishing of Payment and Performance Bond. Bid bonds are not required for Public Works Projects under $20,000.00. Bid Bonds will be returned upon award of the contract.

• PERFORMANCE BOND: The successful bidder may be required to furnish a guarantee of the performance in the amount of the contract if the contract is more than: $5,000 for ROAD PROJECTS, $20,000 for PUBLIC WORKS PROJECTS, ~~:~~ and $40,000 for all other projects, prior to commencing work. The guarantee of performance may be in the form of Cashier's Check or Certified Check made payable to the Lumpkin County Board of Commissioners, Performance Bond, or an irrevocable Letter of Credit issued by a Bank as defined in O.C.G.A., § 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than $300,000.00. Performance Bonds will be returned to the contractor within thirty (30) days after the work is completed and accepted by the County.

• PAYMENT BOND: The successful bidder may be required to furnish a guarantee of payment for the protection of all subcontractors and all persons supplying labor, material, machinery, and equipment provided for in the contract, in the amount of the contract awarded, prior to commencing work. This requirement will be based on guidance from legal counsel in consideration for each project. This bond is required for ROAD PROJECTS only if the contract is more than $5~~20~~,000.00; ~~all other projects require a Payment Bond regardless of the contract amount.~~ This guarantee may

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

be in the form of a Payment Bond, Cashier's Check or Certified Check made payable to the Lumpkin County Board of Commissioners, or by an irrevocable Letter of Credit issued by a Bank as defined in O.C.G.A. § 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than $300,000.00.

INSURANCE REQUIREMENTS – The County ~~Manager~~ shall determine what types and amounts of insurance coverage are necessary for the protection of the County's interests for all acquisitions covered by this Purchasing Procedure using Georgia's SPD-SP048 Insurance and Bonding Guidelines. All sureties must be licensed to do business in the State of Georgia.

SPECIFICATIONS - All specifications shall be prepared to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs and shall not be overly restrictive. This procedure applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

ADVERTISING - On contracts for Public Works, Purchasing will advertise notice in the legal organ of the County, a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement. ~~once per week for up to four weeks.~~ Alternatively, Purchasing may advertise notice by posting on the County's website continuously for at least four weeks prior to the opening of sealed bids or proposals. For Road Work, Purchasing will advertise once per week for at least two weeks in the legal organ of the County ~~newspaper~~. The advertisement must be posted in the Purchasing Department along with any specifications or plans for public inspection. ~~When proposals are rejected and plans are subsequently changed, further advertisement is necessary.~~

I. DISPOSITION OF PROPERTY

Disposition of real property owned by the County shall be conducted by public sale in accordance with § 36-9-3, Official Code of Georgia Annotated, or as otherwise provided by State Law.

Except as otherwise specifically provided by State Law, the County shall not dispose of any real property unless the Board of Commissioners has declared such real property to be surplus.

Surplus property may be sold by any means deemed most advantageous to the County under the particular circumstances, as determined by the Board of Commissioners. A sale to a private person shall be for highest net purchase price reasonably obtainable by the County. A sale to another unit of government shall be a fair and reasonable purchase price, which need not be as high as the purchase price obtainable from a private person.

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Exhibit "A"

J. COLLUSIVE OR ANTI-COMPETITIVE PRACTICES

All bid packages shall contain a Non-Collusion Affidavit to be signed and notarized prior to award. This will ensure that each bidder has certified, in writing, that such bidder has not engaged in any collusive or anti-competitive practices in responding to a solicitation for bid.

K. STATE CONTRACTS / COOPERATIVE AGREEMENTS

The Department of Administrative Services for the State of Georgia competitively bids certain commodities, supplies, and services on an annual basis. Copies of these contracts and revisions are maintained on-line at www.doas.state.ga.us. For federal contracts, visit www.gsa.gov for a listing in the event of a federally declared disaster, technology, as well as public safety equipment.

Additionally, The State of Georgia holds cooperative agreements with various national coops that hold competitively solicited cooperative contracts that are ready for use. The State of Georgia approves cooperative agreements and state contracts in the same manner, and all are provided on the Georgia Department of Administrative Services website.

1. State contracts or cooperative agreement contracts may be used, when beneficial to do so.
2. The state contract price may be used to establish the maximum price for a good or service.
3. These contracts are available to Lumpkin County for use but are not mandatory. Competitive bidding by Lumpkin County will not be required if these contracts are utilized. When cooperative agreements are used for source justification, there will be no requirement for Board of Commissioners approval, unless the dollar amount meets the threshold for Board approval. If the budget is already approved for the specific expenditure, the Board of Commissioners' approval is not required.

L. PROCUREMENT FOR TRANSIT

When purchasing with FTA funds, regulations may supersede local purchasing policies as follows, and it is specifically necessary to ensure full and open competition and equitable treatment of all potential sources of all purchases consistent with FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (referred to now as the "Super Circular" and which replaced and consolidated OMB Circular A-87, A-102, A-110, A-122, and A-133); Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 1201, which replaces 49 CFR parts 18 and 19; GDOT Section 5311 State Management Plan; and GDOT Section 5311 Program Manual.

Procurement thresholds for transit will follow the County's purchasing policy unless the FTA regulations provide for more restrictive limits than local policy.

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Exhibit "A"

M. FLEET MAINTENANCE

The Fleet Maintenance Administrative Coordinator may purchase parts up to $3,500.00 without a purchase order. Three quotes are recommended for purchases greater than $1,000, in order to ensure the best price is received. The Fleet Maintenance Administrative Coordinator shall purchase certain items, such as tires, using a "Blanket Purchase Order." The Purchasing Agent shall issue the purchase orders on an "as needed" basis for their use. All purchases shall comply with the Purchasing Policy. All invoices for purchases must be submitted to Accounts Payable and the Purchasing Department not fewer than two (2) times per week. Purchase order numbers shall be shown on all invoices, packing lists, or other correspondence referencing a purchase.

N. EMERGENCY PURCHASES

Some purchases under maintenance and repairs may fall under the guidelines for Emergency Purchases, which is defined as the purchasing of equipment, materials, supplies, or services without obtaining bids during any emergency situation where the purchase is required to protect or preserve human life or property, or provide essential services.

In order to improve the Purchasing Department service to other departments and continue the control of purchasing, the Finance Department shall determine what the requesting department needs to purchase and why the request cannot be submitted under normal operating procedure. All emergency orders must have justification on the purchase requisition.

If it is determined by the Finance Department that there is a bona fide emergency, the following understanding must be agreed upon and information obtained:

1. The Department in question must obtain approval from the Director of Finance & Purchasing for purchases totaling $1,000.00 to $9,999.99 and from the County Manager for purchases totaling $10,000.00 to $19,999.99. The Purchasing Agent does not have the authority to approve funds;
2. Successful Vendor's name and mailing address;
3. Name(s) and telephone number(s) of bidder(s) contracted;
4. Furnish the name of the item(s).
5. Price of item(s)
6. Discount terms;
7. F.O.B. points; and
8. Total amount of order.

If the amount is $1,000 or greater, the Department in question must indicate on the requisition the names of not fewer than three (3) vendors contacted, unless sole source or proprietary items. When obtaining quotes, the Department in question shall get the price, terms, etc., and make inform the vendors that the price is F.O.B. point of delivery.

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Exhibit "A"

O. REQUEST FOR PROCUREMENT

Requests for the procurement of materials, services, and supplies should be originated via the Request for Procurement form on the Employees Only section of the County website by the Department Head or a designated employee. Once submitted, the Purchasing Agent enters the purchase requests into the financial software. The Purchasing Agent maintains the master vendor file but does not maintain the chart of accounts, does not initiate checks for expenditures, and does not issue debit memos.

The following are guidelines for procurement requests:

1. Requested items are to be clearly and completely described including technical data, sketches, blueprints, etc., when needed.
2. Sources of supply may be suggested but are not necessarily binding on the Purchasing Agent.
3. Requests for Procurement received by the Purchasing Agent should be analyzed. and reviewed for clarity and completeness to ensure procurement of the correct merchandise.
4. The user department is responsible for verifying availability of budgeted funds before making a purchase. Any department exceeding their budget will be held to emergency purchases only.
5. If the user department prefers a particular brand or make of article, valid reasons for such preference must be noted on the request.
6. Any request that is not properly completed will be returned to the department for completion.

~~7. Nothing will be ordered without a completed Request for Procurement, unless deemed an emergency and approved by the Director of Finance & Purchasing and/or County Manager, as necessary.~~ ***~~NO EXCEPTIONS.~~***

P. PURCHASE ORDERS

After the Purchase Requisitions have been completed by the Purchasing Agent and approved by either the Director of Finance & Purchasing or Budget & Grant Analyst, a purchase order will be issued. The purchase order is completed from information on the requisition and from quotation inquiries.

1. A purchase order is created by assigning a purchase order number to a requisition and/or a copy of approved bid tabulation.
2. Vendor ships supplies to designated shipping point and mails invoice to the Finance Department, Attn: Accounts Payable.
3. Shipment is inspected by receiving Department Head for conformity to specifications.
4. Purchasing Agent verifies invoice and shipping receipt with the purchase order.
5. Department Head or receiving personnel ~~with written authority~~ signs shipping receipt, submits copy of receipt to Purchasing Agent, and keeps a copy for the department files.

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6. Purchasing Agent enters receiving information into file and forwards invoice and shipping receipt to Accounts Payable to be paid.

Q. PURCHASE ORDER DISTRIBUTION

Once the purchase order has been issued, a copy should be maintained in an open purchase order file in the Purchasing Department, and a copy should be sent to the requesting department to return when the item(s) are received. The requesting department should send the receiving copy of the purchase order and packing slips as proof of delivery. Purchasing should match the receiving documents to the purchase order from the open file and hold until an invoice is received. All three documents (P.O., Receiving Record & Invoice) should be forwarded to Accounts Payable for payment. All remaining documentation should be filed in the closed purchase order file in the Purchasing Department. The purchase order form will include the following:

1. Purchase order number: Number issued to requisition and given to vendor at time of order. Must appear on all invoicing and correspondence.
2. Supplier: Name and address of vendor form which items will be purchased.
3. Bill To: Address of department to where the invoice should be billed, which will always be the Lumpkin County Board of Commissioner's Office, Attn: Accounts Payable.
4. Ship to: Address of receiving department where items are to be delivered.
5. Date: Date of purchase.
6. Quantity: Number of items requested.
7. Unit: Unit of measurement of the item being requested.
8. Description: Full description of item requested.
9. Unit Cost: Unit price of items being ordered.
10. Total Amount: Total amount of items being ordered.
11. Terms: Terms of purchase or payment, generally "Purchase order valid for goods and quantities listed only." All goods subject to inspection and verification.
12. By: Signature of authorized Purchasing Agent making purchase.
13. Delivery Date Requested: Date item is required to be delivered.
14. Requisition Number: Number that is assigned to requisition.

Note: The Purchase Order is produced from an approved requisition, which is prepared by the Purchasing Agent.

R. CONDOLENCE PURCHASES

When there is a death of an employee or someone in their immediate family, flowers or gifts for condolence may only be purchased with donated funds. County funds may not be used to purchase flowers or gifts for condolence.

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Exhibit "A"

IV. PURCHASING CARD USE

A. ACCEPTABLE USES OF THE CARD

The Lumpkin County Purchasing Card (P-card) is designed to enable authorized employees to purchase supplies, materials, and services for County use. Furthermore, the Purchasing Card shall be used as a travel card to the extent that airfare, hotel, and meal expense are approved and allowable. A completed reimbursement request with copies of P-Card receipts attached must be submitted to the Finance Department for all travel related expenses. The P-Card may also be used to pay fees, dues, and memberships, when allowed electronically.

B. PROHIBITED USE OF THE CARD

Under no circumstances is a cardholder permitted to use the P-Card for personal purchases. Using the P-Card for personal purchases will result in disciplinary action, up to and including termination from County employment and criminal prosecution. The Official Code of Georgia, Annotated (O.C.G.A.), §50-5-80 states that any cardholder who knowingly uses the card for personal purchases under $500 is guilty of a misdemeanor. A cardholder who knowingly uses the card for personal purchases of $500 or more is guilty of a felony punishable by one to 20 years in prison. Supervisors or other approving officials who knowingly, or through willful neglect, approve personal or fraudulent purchases are subject to the same disciplinary actions as cardholders.

The P-Card may not be used to purchase alcohol, entertainment, or to obtain cash advances.

C. CARDHOLDER ELIGIBILITY

Purchasing Cards are given to select employees for County use. The following positions are authorized to hold a Lumpkin County Purchasing Card:

A. 5 Commissioners (Chairman, Seats 1-4)

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Exhibit "A"

B. County Manager
C. Special Projects Director
D. Director of Finance and Purchasing
E. Purchasing Agent
F. Finance Representative (Designated for hotel and training reservations)
G. County Clerk
H. Deputy County Clerk
I. Fleet Administrative Coordinator
J. Emergency Management Director
K. Emergency Management Deputy Director

Each individual Cardholder must sign a Cardholder Agreement (see attached).

D. CARDHOLDER LIABILITY

The Purchasing Card is a corporate charge card obtained under the State of Georgia's contract which will not affect the Cardholder's personal credit; however, it is the Cardholder's responsibility to ensure that the card is used within stated guidelines. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to management, and further disciplinary measures that may include termination.

E. CARDHOLDER TERMINATION

The Purchasing Card Administrator may suspend or close an account if a Cardholder: (a) transfers to a new job for which a Purchasing Card is not approved; (b) violates any of the P-Card rules detailed below.

Violations:

1. The Purchasing Card is used for personal or unauthorized purposes.
2. The Purchasing Card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law, or regulation pertaining to the County.
3. The Cardholder splits a purchase to circumvent the limitations of the Purchasing Card.
4. Use another Cardholder's card to circumvent the purchase limit assigned to either Cardholder or the limitations of the Purchasing Card.
5. The Cardholder fails to provide the required receipts.
6. The Cardholder fails to provide, when requested, information about any specific purchase.
7. The Cardholder does not adhere to all of the Purchasing Card Operations and Procedures.

F. LOST, MISPLACED, OR STOLEN PURCHASING CARDS

Immediately report a lost or stolen card to the State of Georgia's contracted vendor as noted on the back of the purchasing card (24 hours per day, 365 days per year). In addition, during normal business hours, notify the Director of Finance & Purchasing; the Purchasing Card

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Administrator should be notified in the Director of Finance & Purchasing's absence.

G. CREDITS

Vendors will issue all credits to the individual Purchasing Card account for any item they have agreed to accept for return. This credit will appear on a subsequent statement. Under no circumstances should a Cardholder accept cash in lieu of a credit to the Purchasing Card.

H. UNRESOLVED DISPUTES AND BILLING ERRORS

The Cardholder is responsible for contacting the vendor to resolve any disputed charges or billing errors. If the matter is not resolved with the vendor, the Cardholder should:

A. Contact Bank of America at 1-877-859-7657 directly for assistance.
B. Mail or fax to Bank of America at 1-888-678-6046 a signed Bank of America Dispute Form to document the reason for the dispute.
C. Contact the Director of Finance & Purchasing for assistance if an acceptable resolution is not obtained.
D. The total amount billed by Bank of America will be charged to the individual departmental accounts, and credits for disputed transactions will be posted to departmental accounts when the credit appears on the Bank of America bill.

I. SECURITY AND STORAGE

Cardholders should always treat the Purchasing Card with at least the same level of care as one does their own personal credit cards. The card should be maintained in a secure location, and the card account number should be carefully guarded.

J. PURCHASING CARD SET UP, MAINTENANCE, AND CLOSURE

All contact with Bank of America for Purchasing Card set up, maintenance, and closure (except for reporting lost or stolen cards) will be handled by the Director of Finance & Purchasing, County
Clerk, or Purchasing Agent.

K. USE BY NON-PURCHASING CARD HOLDER

On occasion, it may be necessary for a Lumpkin County employee who does not hold a Purchasing Card to make purchases using a P-Card. All P-Card purchases by employees who are not P-Card holders shall obtain approval from the Director of Finance & Purchasing. Once approved, the employee may retrieve the P-Card from the Finance Department and shall sign for receipt of the card. When the necessary purchase is complete, the employee shall return the P-

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

Card to the Finance Department.

L. FLEET CARD PURCHASES

This section applies to the use of Fleet Cards issued by Lumpkin County Government via the State of Georgia's contract for the purchase of fuel (gasoline or diesel) for vehicles and equipment listed on the Lumpkin County Government Fixed Asset Inventory.

The following are guidelines of Lumpkin County Fleet Card use:

1. A fleet card shall be assigned to each vehicle or large piece of equipment in the Lumpkin County Government fleet of vehicles/equipment. This card may only be used by authorized employees of Lumpkin County Government who have been issued a PIN to refuel fleet vehicles or equipment.
2. Employees must use the county fueling station on Barlow Road for fueling vehicles and equipment. The exceptions are during out-of-town travel or when it is unreasonable to travel to the fueling station to obtain fuel, such as during roadwork in outlying locations. In addition, outlying fire station vehicles and equipment should be fueled at the nearest available service station and should not travel to the county fueling station.
3. Aside from fueling station use, the fleet card shall only be used at authorized dealers as determined by the contract between Lumpkin County Government, the State of Georgia, and Wright Express. (The Lumpkin County Government Office of Financial Administration will provide a list as updates warrant distribution.) If an employee must travel outside Lumpkin County, the employee should obtain a listing of authorized dealers, prior to departure, within their travel route and use those vendors to refuel the vehicle. Transactions on the card will be limited to three (3) per day with dollar limits to be established by the Lumpkin County Government Finance Department.
4. Each department head or elected official will receive a report of his/her respective department's usage and shall review the document for accuracy as well as check for patterns of high usage, which could indicate misuse or abuse of the card.
5. The Lumpkin County Government Office of Financial Administration shall be the primary contact for all fleet card issues and shall be responsible for reconciliation of the monthly statement from Wright Express. For the purposes of reconciliation, each user shall obtain a receipt at the time of sale and shall return said receipt to the Lumpkin County Government Finance Department by close of business on the first day after the end of the preceding month.
6. If an employee is found to have used the fleet card in a fraudulent manner or has abused the card for the benefit of personal gain, the employee shall be subject to reprimand (verbal or written), forced to repay the County for the fraudulent charges, and/or subject to termination. These actions are subject to review by the County Manager and the Human Resources Director.

M. TAX EXEMPTION

O.C.G.A. §48-8-3 exempts purchase made by Agencies, including Local Governments, from State Sales and Use Tax when payment is made with appropriated funds. Cardholders must present the Department of Revenue Sales and Use Tax Exemption, Form ST-5, to

Attachment: Purchasing Policy Revision - with edits shown (2022 - 32 : Request to Amend Purchasing Policy)

suppliers upon request. This form is available on the Department of Revenue website at http://dor.ga.gov by searching for ST-5.

Cardholders are responsible for ensuring that merchants do not charge tax or provide a credit for inadvertent charges.

1. If taxes are charged, the cardholder must contact the merchant to obtain a credit to the account. Sales tax cannot be disputed with the bank.
2. Credits cannot be obtained by any other method, including, but not limited to, cash, gift cards, or store credit.

Lumpkin County Cardholder Agreement

Lumpkin County is entrusting you with this Purchasing Card to be used for the legitimate business benefit of the County. It represents trust in you and your empowerment as a responsible agent to safeguard and protect Lumpkin County assets.

I, _____, hereby acknowledge receipt of a Purchasing Card, card number _____, a VISA® card issued by Bank of America, which will only be used to acquire materials and supplies for Lumpkin County. I agree to comply with the following terms and conditions relating to my use of the Purchasing Card.

1. As an authorized cardholder, I agree to comply with the terms and conditions of this Agreement and with the provisions of the Purchasing Card Policy and confirm that I have read and understand its terms and conditions.
2. I understand that Lumpkin County is liable to Bank of America for all charges I make on the Purchasing Card.
3. I agree to use the Purchasing Card for authorized official business purchases only and agree not to charge personal purchases. I authorize Lumpkin County to take whatever steps are necessary to collect an amount equal to the total of the improper purchases, including but not limited to declaring such purchases an advance on my wages to the extent allowed by law.
4. If the Purchasing Card is lost or stolen, I will **immediately** notify Bank of America at 1-888-449-2273. I will also notify the Finance Director, in writing, at the first opportunity during normal business hours.
5. I understand that improper or fraudulent use of the Purchasing Card may result in disciplinary action, up to and including termination of my employment. I understand that I may face criminal prosecution as allowed by law. I further understand that Lumpkin County may terminate my right to use the Purchasing Card at any time, for any reason.
6. I agree to surrender the Purchasing Card immediately upon request, upon termination of employment for any reason, or upon position change to one not authorized to hold a Lumpkin County Purchasing Card.

Agreed and accepted this _____ day of _____, _____.

CARDHOLDER:

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Exhibit "A"

Signature _____ Date _____

Printed Name _____ Phone _____

Position _____

PURCHASING CARD ADMINISTRATOR or FINANCE DIRECTOR:

Signature _____ Date _____

Printed Name _____ Phone _____

Position _____

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Lumpkin County, Georgia

Finance Department

Date: June 28, 2022

Agenda Item: June Surplus Property

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

Facts & Historical Information: The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.

Potential Courses of Action: A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A.
B) Keep the items in County inventory.

Budget Impact: Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.

Staff Recommendation: The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2022 –33

A RESOLUTION TO PROVIDE FOR THE IDENTIFICATION AND CLASSIFICATION OF CERTAIN LUMPKIN COUNTY PROPERTY AS SURPLUS PROPERTY AND TO AUTHORIZE ITS SALE AND DISPOSITION

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 06/07/22 attached hereto as Exhibit "A", which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 06/07/22 attached hereto as Exhibit "A" is declared surplus; and

It is further resolved that the County Manager shall review and evaluate the economic worth of said property to determine which items have economic value and to advertise those items on "GovDeals.com" for sale to the best and highest bidder; and

It is further resolved that any property with no net economic value shall be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund; and

It is further resolved that any such property originally deemed to have economic value, but which has not been sold within sixty days of listing, shall be disposed of as provided for property of no net economic value; and

It is further resolved that all such property be timely removed from the County inventory.

Resolved, adopted and effective this 28th of June, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
SURPLUS REQUEST 2022 06

SURPLUS REQUEST LIST DATED 06/07/22

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
33600	2005 FORD CROWN VICTORIA	CURRENTLY IN THE SHERIFFS DEPARTMENT	9552	2FAFP71W45X169552
		COURT SERVICES DIVISION. UNIT HAS		
		APPROXIMATELY 215K MILES AND IS IN NEED		
		OF REPAIRS. THIS EXCEEDS CURRENT FLEET		
		POLICY GUIDELINES AND THE VEHICLE IS NOT		
		USEABLE BY ANOTHER DEPARTMENT		
		RECOMMEND DISPOSAL BY GOV DEALS		

Attachment: SURPLUS REQUEST 2022 06 (2022 - 33 : June Surplus Property)

Lumpkin County, Georgia

Community and Employee Services Department

Date: June 28, 2022

Agenda Item: Request to Update Civil Service Policy

Item Description: 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.

Facts & Historical Information:

Emergency Services has been operating with two deputy chiefs, two Division Chiefs - EMS and Volunteer (not covered by Civil Service), and three Battalion Chiefs. Until January of this year, the Fire Marshal/Prevention function was overseen by one of the Deputy Chiefs; however, the individual filling that position has transferred to the Sheriff's Office. Chief Wimpy has reevaluated department operations and decided operations would be better served to have only one deputy chief and three Division Chiefs, one for EMS, one for Prevention, and the Volunteer Division Chief. The Volunteer Chief is not part of our Civil Service Plan and the EMS Division Chief was a previously approved position. This request is for the Board of Commissioners to add the Prevention Division Chief to our Civil Service Plan. This request basically vacates a Deputy Chief position that will no longer be funded and, instead, creates another Division Chief position at a lower pay rate.

Chief Wimpy reports that this move will accomplish a couple of things for Emergency Services:

#1. It will put the chain of command back in the correct order by having one Deputy Chief over operations and a Division Chief over each Division (Fire Marshal/Prevention Div., EMS/Training Div., Volunteer Div.)

#2. It will be a savings to the budget of $8000.55 for this position.

Potential Courses of Action:

A. Approve the addition of the Prevention Division Chief to the Civil Service Plan.
B. Choose not to approve the job title.

Budget Impact:

This action would have a positive impact on the budget.

Staff Recommendation:
Staff recommends approval of Course of Action A.

LUMPKIN COUNTY RESOLUTION NO. 2022 – 34

A Resolution to Add a Position to the List of Classified Employees in the County's Civil Service Personnel Policies

Whereas, the Lumpkin County Board of Commissioners desires to update the County's Civil Service Personnel Policies to add a position to the list of classified employees;

Now, therefore, it is hereby resolved that the County's list of classified employees shall include a position of 'Prevention Division Chief/Fire Marshal';

It is further resolved that Appendix A: Job Classifications of Lumpkin County's Civil Service Personnel Policies shall be updated to include a position of 'Prevention Division Chief/Fire Marshal' in the list of classified employees.

Resolved, adopted and effective this 28th day of June, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Special Projects Department

Date: June 28, 2022

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

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

Facts & Historical Information: Lumpkin County entered into a MOA with the Department of Technical and Adult Education (DTAE), Lanier Tech, in 2006 for the use of approximately 2,000 square feet of classroom and office space located at 150 B Johnson Street. The DTAE agreed to pay $1.00 per year for the use of the space and are to be responsible for telecom, utility and janitorial expenses for the facility. The County is responsible for all other expenses for the facility to include light bulbs, HVAC, plumbing, etc. The County last renewed this agreement in 2021 per the standard State Properties Commission template. There have been no changes to the agreement since the last renewal.

Potential Courses Of Action: A. The Board could choose to approve the lease extension as presented. This would be a renewal of the current agreement. This option would preserve this program for the community.

B. The Board could choose to not approve the lease extension and consider other options for the facility. This is the least favorable option for the county as it would eliminate this program and the service it provides.

Contract Term: The original contract was for one year with the option to renew annually. The contract runs July 1st through June 30th annually.

Budget Impact: There would be no impact to the budget as this is a renewal of a current agreement.

Staff Recommendation: **The recommendation of staff is to renew the contract with the Technical College System of GA.**

Attachments:
Lanier Tech Renewal

STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, SW, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

May 13, 2022

Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite A
Dahlonega, GA 30533-0541

RE: Technical College System of Georgia
Lanier Technical College
Agreement Number: 5175 FY: 2023

Dear Landlord:

The Agreement ("Agreement") dated July 05, 2018, by and between Lumpkin County Board of Commissioners ("Landlord") and Technical College System of Georgia ("Tenant") for 2,000 rentable square feet of Classroom, Faculty, Library space located at 150 B Johnson Street, Dahlonega, GA 30533-0501, will expire on June 30, 2022.

The Agreement referenced above granted to Tenant the option to extend the Term for additional periods of one (1) year each. In accordance with OCGA §50-16-41, the State Properties Commission (SPC) is authorized to manage the utilization of administrative space by state entities. Such authority includes the ability to manage any space rented or leased from any public or private entity. Therefore, by virtue of such authority, the SPC herby notifies you of Tenant's desire to exercise this option extending the Term for a 12-month period beginning July 1, 2022 and ending June 30, 2023 under the same terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the Annual rental rate of $1.00.

STATE PROPERTIES COMMISSION

J. Frank Smith
Deputy Executive Director

Attachment: Lanier Tech Renewal (2022-026 : Consideration of Renewal of State Properties Commission Lease - Technical College System of

Lumpkin County, Georgia

Emergency Services Department

Date: June 28, 2022

Agenda Item: Medical Director - EMS - Jack Freeman

Item Description: 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.

Facts & Historical Information: The State of Georgia Office of EMS requires that any medical service in the State of Georgia serving a population of 12,000 people or more must have a Medical Director. The Statute is located under 290-5-30-.07 (I).

Potential Courses Of Action:

1. Renew the agreement between the current Director and LCES so they can continue to provide the medical care for the Citizens and all other people that may pass through Lumpkin County.

2. Not renew the agreement and run the risk of fines from the Georgia State Office of EMS. Also, run the risk of having the County's Ambulance and emergency Services license revoked.

Budget Impact: The cost for this service will be in the amount of $3,500.00, the same amount as 2021. This is already included in the LCES budget, so there is no budget impact

Staff Recommendation: **Continue the agreement with Dr. Freeman. The Citizens of Lumpkin County would benefit from his guidance and oversight of our EMS program. It will help our department to continue to provide the best care and service for all that live and travel throughout Lumpkin County.**

Attachments:
Blank Contract 2022

LUMPKIN COUNTY EMS
MEDICAL DIRECTOR AGREEMENT

This agreement is made effective as of July 1, 2022, by and between the governing authority of **Lumpkin County, Georgia**, a body politic and corporate, hereinafter called "COUNTY" and **Jack Miller Freeman, Jr., M.D.** hereinafter called "DIRECTOR".

WITNESSETH:

Whereas, COUNTY has an obligation to have a medical director for its ambulance service pursuant to DHS Rule 290-5-30-.07 (i); and

Whereas, DIRECTOR is willing act as such director and provide medical direction for County's ambulance service.

Now, therefore, the parties, intending to be legally bound agree as follows:

SCOPE OF SERVICES

1. DIRECTOR shall serve as medical authority for the ambulance service, serving as a liaison between the ambulance service and the medical community, medical facilities and governmental entities.

2. DIRECTOR shall provide for medical direction and training for the ambulance service personnel in conformance with acceptable emergency medical practices and procedures.

3. DIRECTOR'S duties shall include but not be limited to the following:

(i) The approval of policies and procedures affecting patient care;
(ii) The formulation of medical protocols and communication protocols;
(iii) The formulation and evaluation of training objectives;
(iv) Performance evaluation;
(v) Continuous quality improvement of patient care; and
(vi) Development and implementation of policies and procedures for requesting air ambulance transport.

4. All services rendered and documents prepared by DIRECTOR shall conform to all laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices and commissions having authority over such matters.

COMPENSATION

Unless and until the Agreement is terminated, as compensation for the services rendered by the DIRECTOR that are specified in this Agreement, the COUNTY agrees to pay DIRECTOR an annual fee of Three Thousand and Five Hundred Dollars ($3,500.00) each year payable within 30 days of the binding date of this agreement.

Attachment: Blank Contract 2022 (2022-027 : Medical Director - EMS - Jack Freeman)

TERMINATION

COUNTY reserves the right to terminate this Agreement at any time at its sole discretion by giving DIRECTOR sixty (30) days notice. The COUNTY also may terminate this Agreement immediately should DIRECTOR lose any necessary certification or license.

DIRECTOR reserves the right to terminate this Agreement at any time at his sole discretion by giving COUNTY sixty (60) days notice.

INDEMNIFICATION

DIRECTOR shall indemnify COUNTY for any and all claims, losses, actions, images, liability, costs and expenses which arise out of the performance or non-performance of its duties under this Agreement, including any acts or omissions of its employees or agents. DIRECTOR shall not be responsible and shall have no duty of indemnity to COUNTY for any liabilities which arise solely from the negligence, misfeasance, action, inaction or other failure of the COUNTY, its officers, employees or agents.

INSURANCE

DIRECTOR, at his sole cost and expense, shall obtain and maintain or cause to be obtained and maintained during the term of this Agreement, Physicians and Surgeons Professional Liability Policy in the following amounts: $1,000,000 each loss limit and $3,000,000 aggregate limit. A certificate of insurance evidencing the above coverage shall remain in full force and DIRECTOR will supply the COUNTY with a copy of said certificate hereunder upon request.

MODIFICATION

This Agreement represents the entire Agreement between the parties hereto and shall not be modified in any manner except written instrument executed by the parties and attached hereto.

DEFAULT

In the event any default by either party under this Agreement results in litigation, the prevailing party in any such litigation shall be entitled to recover its reasonable attorney fees and costs in connection with said litigation.

GOVERNING LAW

This Agreement shall be governed under the laws of the State of Georgia.

Attachment: Blank Contract 2022 (2022-027 : Medical Director - EMS - Jack Freeman)

TERM OF CONTRACT

This contract shall commence on July 1, 2022 and shall end on June 30, 2023. This contract may be renewed for successive one-year terms upon agreement of both parties.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound hereby as of the date first set out above, have set their hands and seals on the date set out below.

This ____ day of _____, 2022.

COUNTY:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Clerk, Lumpkin County

DIRECTOR:

_____
Jack Miller Freeman, Jr., M.D.

Attachment: Blank Contract 2022 (2022-027 : Medical Director - EMS - Jack Freeman)

Lumpkin County, Georgia

Tax Assessors Department

Date: June 28, 2022

Agenda Item: Consideration of Q-Public Hosting Software Contract Renewal

Item Description: Consideration of Q-Public Hosting Software Contract Renewal.

Facts & Historical Information: In 2018 the Board of Assessors entered into a contract with Q-Public to host the county property records and mapping. The original contract had an introductory rate that held steady with no cost increase. This new contract with Q-Public includes the same high-quality service that the public, realtors, and attorneys have come to depend upon. Other county departments such as Planning and the Sheriff's office also uses the website within the scope of their daily work flow.

Potential Courses Of Action:

1. Renew the contract with Q-Public.
2. Do not renew the contract with Q-Public.

Contract Term: The contract will run year to year with a proposed 2% or so yearly increase for inflation.

Budget Impact: Minimal impact to the Budget, as this was already a part of The Board of Assessors budget. The only impact would be the increase to current pricing, as we had been locked into an introductory rate the past 3 years.

Staff Recommendation: **It is the staff's recommendation that we accept the "renewal" contract.**

Attachments:
QPublic Renewal

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Lumpkin County, Georgia**, whose place of business is: 99 Courthouse Hill, Suite C, Dahlonega, GA 30533 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

qPublic.net RENEWAL and adjust annual hosting term to align with CLIENT's fiscal year.

NOTE: This agreement replaces all previous agreements for qPublic.net, including the agreements dated July 27, 2018 (with change order dated August 10, 2018) and November 11, 2018.

A. **qPublic.net Portal Development**

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. This site will include the following:

a. Property ownership, location, valuation, recording, and tax information from CLIENT's property tax administration system.
b. Detailed residential, commercial, and agricultural land and improvements information from CLIENT's CAMA real estate system (WinGAP).
c. Property sales history from CLIENT's CAMA real estate system (if available).
d. Property sketches (if available and provided by CLIENT in a web-friendly image file format).
e. Property photos (if available and provided by CLIENT in a web-friendly image file format).
f. Esri compatible vector and raster spatial data from CLIENT's existing GIS data sources.
g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
i. Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.
j. PROFESSIONAL will provide an automated routine to transfer data from CLIENT's local computer data sources to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
k. Additional components elected by CLIENT:

i. **Account Management**

This add-on will allow CLIENT's **qPublic.net** website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

Attachment: QPublic Renewal (2022-028 : Consideration of Q-Public Hosting Software Contract Renewal)

ii. **Assessment Layers Creation**

Assessment layers creation is the process of building up to twelve (12) pre-approved GIS data layers from CLIENT's real estate data or tax systems to CLIENT's **qPublic.net** and keep the attribute information up to date. The **qPublic.net** assessment layers creation process uses an automated routine that typically runs on a regular schedule kicked off by PROFESSIONAL's DataETL process. Common network administration activities, such as computer replacements, system upgrades, password resets, database year rollovers, and others, may affect the process, and this requires continual maintenance effort by PROFESSIONAL's support team. Additional charges may apply if backfill is not currently set up or is a new installation.

iii. **Document Access**

PROFESSIONAL will add document access report module(s) on CLIENT's **qPublic.net** site which will link to pre-rendered PDF files generated by CLIENT for each document. The filename of each PDF file must match values in associated map feature attribute data in order to match documents with map features in **qPublic.net**.

iv. **EagleView ConnectView**

PROFESSIONAL will develop and maintain a new map tool for CLIENT's **qPublic.net** website which will launch a view for display and navigation of CLIENT's oblique EagleView image data. This development will utilize CLIENT's EagleView ConnectView service hosted by EagleView. Pricing is offered at a reduced rate since CLIENT is an active **qPublic.net** website customer. Pricing may be subject to change in the event of cancellation of CLIENT's existing **qPublic.net** hosting agreement.

v. **Mailing Labels Generator**

Creates mailing list from the parcel search results list on the CLIENT's **qPublic.net** website. Allows mailing lists to be generated as mail merge compatible files: csv, .tab, or .xml; or as a PDF that is pre-formatted for Avery 5160 label sheets. Includes user instructions for generating the mail merge files.

vi. **Property Tax Estimator**

PROFESSIONAL will add the Property Tax Estimator page to CLIENT's existing **qPublic.net** site:

1) This feature will allow users to calculate the estimated property tax based on a selected parcel's current market value, or a user entered market value, and the selected parcel's tax district rates, or user selected tax district rates.
2) The Property Tax Estimator will also allow the user to choose to include Homestead Exemption in the estimate.

CLIENT will provide PROFESSIONAL with all information required to calculate the Property Tax Estimates for CLIENT's jurisdiction

vii. **Sales Search**

1) PROFESSIONAL will add the Sales Search and Sales List pages to CLIENT's existing **qPublic.net** website.
   a) Sales Search allows the user to search CLIENT's parcel sales records, based on the following criteria:
      i) Sale date range
      ii) Sale price
      iii) Square footage
      iv) Acreage
      v) Year built
      vi) Sale type
      vii) Price per sq. ft.
      viii) Property type
   b) Sales List allows the user to choose a month from the current year, or two previous years, and **qPublic.net** will generate a list of all sales records from that month.

Attachment: QPublic Renewal (2022-028 : Consideration of Q-Public Hosting Software Contract Renewal)

c) Users may then download the results of Sales Search or Sales List to an Excel (.xls) or Comma Separated Values (.csv) file.

2) PROFESSIONAL will add the Recent Sales in Area module to Parcel Report pages on CLIENT's existing **qPublic.net** website.

a) Recent Sales in Area module will allow a user to search for recent sales relative to the location of a selected parcel, based on the following criteria.

i) User defined sales date range.
ii) User defined distance from selected parcel.
iii) Sales in the same parcel group as the selected parcel (based on parcel number).
iv) Sales in the same neighborhood as the selected parcel (based on neighborhood information in CLIENT's source CAMA system).

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **qPublic.net Portal Development**

a. **Annual Hosting:**

Hosting items:

Core Hosting:	Included
Map:	Included
Account Management:	Included
Assessment Layers (12):	Included
Document Access:	Included
EagleView ConnectView:	Included
Annual Amount for Year 1:	**$10,848**
Annual Amount for Year 2:	**$11,016**

B. **Payment Schedule**

Year 1	**July 1, 2022 – December 31, 2022:** (Hosting: $5,424-prorated)	**$5,424**
Year 2	**January 1, 2023 – December 31, 2023:**	**$11,016**

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Client Responsibilties. To the extent required for PROFESSIONAL to render services under this agreement, CLIENT shall do the following in a timely manner so as not to delay the services: (1) Designate a person to act as CLIENT's representative with respect to the service, (2) Provide all criteria and full information as to CLIENT'S requirements for the services, (3) Provide all information and data required to complete the services or provide regular remote access to requested databases and IT infrastructure as requested by PROFESSIONAL, (4) Give prompt written notice to PROFESSIONAL whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of the services, or any defect or nonconformance in the work of PROFESSIONAL or any of PROFESSIONAL'S subcontractors or consultants.

Attachment: QPublic Renewal (2022-028 : Consideration of Q-Public Hosting Software Contract Renewal)

4 Limitation of Liability and Responsibilities. PROFESSIONAL shall perform the services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently providing similar services under similar circumstances. PROFESSIONAL'S standard of care should not be construed as a warranty, either express or implied, of the services, as PROFESSIONAL makes no guarantee or warranty, express or implied, in fact or by law, or otherwise concerning the services. CLIENT shall not hold PROFESSIONAL liable for damages or delays in performance caused by events beyond PROFESSIONAL'S control, including but not limited to weather, information acquisition and communications.

Further, in recognition of the relative risks and benefits of the services to both CLIENT and us, the risks have been allocated such that CLIENT and PROFESSIONAL knowingly and willingly agree, to the fullest extent permitted by law, that PROFESSIONAL'S total liability to CLIENT, with respect to any acts or omissions by us, PROFESSIONAL'S subcontractors or consultants including, but not limited to, breach of the agreement, breach of warranty (whether express or implied), negligence or any other legal theory, shall not exceed $50,000, the cost to cure the omission or deficiency, or the total compensation received by PROFESSIONAL for the services rendered pursuant to the agreement, whichever is less. This limitation of liability is a material inducement to PROFESSIONAL to enter into the agreement. In no event shall either CLIENT or PROFESSIONAL be liable to the other for any consequential, incidental, special, indirect, or punitive damages arising out of the performance of the agreement.

5 Insurance Coverage. PROFESSIONAL shall, at PROFESSIONAL'S own expense, maintain in effect during the term of the agreement, the following insurance with limits as shown or greater:

General Liability (including automobile) combined single limit of $1,000,000.00
Worker's Compensation – statutory limit; and
Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, and/or act in the amount of $2,000,000.00 per claim and $4,000,000.00 in aggregate.

PROFESSIONAL shall provide Certificates of Insurance indicating the aforesaid coverage upon CLIENT'S request.

6 Computer Files. This paragraph sets forth the terms and conditions relating to the provision by PROFESSIONAL of any and all electronic media or computer readable information, including software, databases, and information compilations (hereafter "Computer Files") in connection with the services provided by PROFESSIONAL to CLIENT. Geographic Data Layers and other data converted from CLIENT'S source documents are considered CLIENT'S property ("Raw Data").

1. CLIENT acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights in the Computer Files remain with us. PROFESSIONAL retains all rights to the software, methodologies, and procedures utilized or developed by PROFESSIONAL in rendering PROFESSIONAL'S services for CLIENT. PROFEESIONAL licenses CLIENT to use the Computer Files in the manner set forth in the agreement, but PROFESSIONAL reserves any and all rights not expressly granted. The Computer Files may not be used by CLIENT for purposes beyond those set forth in the agreement, and PROFESSIONAL reserves the right to revoke the license if, in good faith, PROFESSIONAL deems that such use has or will occur.

2. To the extent the Computer Files include any trade secret or other confidential information of CLIENT'S, PROFESSIONAL agrees to keep such information confidential. During the terms of this agreement, PROFESSIONAL is otherwise free to use the Computer Files (including the Raw Data) and other related materials in other projects for CLIENT, for PROFESSIONAL'S business purposes, or for third parties unless a restriction is set forth in the agreement. Unless otherwise prohibited, PROFESSIONAL may also include CLIENT'S organization's status as PROFESSIONAL'S client in PROFESSIONAL'S marketing materials. Upon termination of this agreement, PROFESSIONAL shall have no further right to keep or use any of the CLIENT'S Raw Data.

3. The Computer Files shall be used only by CLIENT or those third parties expressly contemplated in the agreement and the license granted hereunder does not include the right for CLIENT to sublicense.

4. CLIENT acknowledges that certain Computer Files or parts thereof may be subject to third party licenses and thereby subject to use restrictions under those licenses. CLIENT agrees that any act or omission by CLIENT in violation of the aforementioned licenses shall constitute a breach of the agreement. Except to the extent

Attachment: QPublic Renewal (2022-028 : Consideration of Q-Public Hosting Software Contract Renewal)

required by the use(s) expressly set forth in the agreement, CLIENT may not alter, modify or adapt the Computer Files or any part thereof; or translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof, or remove or modify any proprietary markings, certifications, or restrictive legends physically or electronically placed on the Computer Files. Further, CLIENT shall not make any copies of CD's and/or DVD's provided by PROFESSIONAL under the agreement as such creation or distribution of additional copies may violate certain third-party licenses to which PROFESSIONAL are a party.

5. PROFESSIONAL shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by CLIENT or for problems arising out of the malfunction of CLIENT'S equipment or other software not supplied by us. CLIENT acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and PROFESSIONAL shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. CLIENT acknowledges that PROFESSIONAL is not liable or responsible for information on the Computer Files that may become outdated with time.

6. The Computer Files may not identically conform to corresponding information provided in hard copy, and PROFESSIONAL does not warrant the accuracy of the information contained in the Computer Files.

7. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the Computer Files are provided "as is", and PROFESSIONAL disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.

8. To the extent PROFESSIONAL accesses CLIENT'S computer systems using ETL software including but not limited to Venturi, PROFESSIONAL agrees as follows: (1) to not extract CLIENT'S confidential information or any other information that is not reasonably necessary for PROFESSIONAL to prepare the Computer Files or otherwise perform services for you; and (2) to conduct read-only access and not overwrite CLIENT'S data.

9. PROFESSIONAL shall not be liable to CLIENT for any incidental, special, indirect, consequential or punitive damages of any character concerning the Computer Files, including, without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty (either express or implied), tort (including negligence), product liability, or otherwise, and even if CLIENT has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

7 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

8 Assignment. Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Nothing in this Paragraph shall, however, prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services, or for the PROFESSIONAL from assigning the agreement to wholly (or majority) owned subsidiaries.

Attachment: QPublic Renewal (2022-028 : Consideration of Q-Public Hosting Software Contract Renewal)

9 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

10 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

11 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through June 10, 2022.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President

Date: June 1, 2022

CLIENT:
Lumpkin County, Georgia

By: _____

Print: _____

Title: _____

Date: _____

Attachment: QPublic Renewal (2022-028 : Consideration of Q-Public Hosting Software Contract Renewal)

Lumpkin County, Georgia

Planning Department

Date: June 28, 2022

Agenda Item: iWorQ Permitting and Licensing Contract

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

Facts & Historical Information:

In 2019, we purchased GeoPermits online permitting software from Granicus. At that time, we believed that this would integrate effectively with qPublic (Parent Company – Schneider) and the current permitting workflows. GeoPermits proved to be incredibly difficult to work with. Staff constantly experienced bugs in the system and often the system would be entirely unresponsive. Office staff and inspectors had to duplicate all permits due to the unreliability of the system. Granicus support offered very little help and problems continued to persist regardless of how many work sessions that were had.

At the beginning of 2022, Staff began to explore other online permitting and licensing options. After researching the product and several online demonstrations, staff believes iWorq will be an efficient and effective permitting software and licensing solution. iWorQ software covers all aspects of Community Development, including; permit management, code enforcement, license management (conditional use & special land use licenses, occupational tax licenses), and citizen engagement tools and applications (Portal Home), and planning and zoning. iWorQ software helps with tracking fees, payments, expiration dates, renewals, calendaring, and more. This software will also provide a needed data transfer solution for building plans and soil erosion plans and will integrate with the plan review software the county currently uses. This will allow the public to have one system to utilize that operates the same way regardless of the service they need. It will also help staff be more efficient if everything is accessible under one system. iWorQ also offers transparency by allowing all permits to be viewed by anyone in the community.

iWorQ is utilized by several North Georgia counties including: White County, Rabun County, Union County, and Habersham. Other Georgia counties include Duluth, Jefferson, Chamblee, Paulding, Burke, Gordon, and Rockdale. iWorQ serves over 2,000 customers in the US and Canada and has been in operation for 20 years.

iWorQ will also replace SeeClickFix as the county's code enforcement system. iWorQ will also provide an online system for business licenses that can be utilized by Planning Department. Currently we do not have an encompassing online system. The current legacy permitting system used by the county, to include GeoPermits, will be terminated and all saved data will be returned to the county. The County currently has money in the budget ready to be used for a new permitting and licensing software. If approved, iWorQ will be operational within 60 days.

Potential Courses Of Action:

A. Approve the contract with iWorQ for online permitting and licensing software.

B. End the contract with GeoPermits and Planning staff will manage the permitting and licensing systems in the same way it was done before GeoPermits, without online option for both the public or staff.

Comparison of Courses Of Action:

1. Option A allows us to move forward with the iWorQ permitting and licensing software. This will allow Planning the ability to issue permits, licenses, and manage code enforcement all online. COA 1 also allows the public to have access to permits and licenses online, both their own and all other permits issued.

2. Option B is to manage the permitting and licensing within the Planning Department as staff did before going to GeoPermits.

Budget Impact:

The cost would be the same upfront as GeoPermits but would be cheaper after the first year. More services would be provided for the same cost.

Current Contracts to be cancelled and associated savings:

a. Mobile Mind Legacy Permitting Software: $12,000 per year
b. Occupational Tax License (Business License) Access Database: N/A
c. Civicplus (SeeClickFix annual licenses): $15,540

Staff Recommendation:

It is the recommendation of staff to contract with iWorQ for the software. This software will provide efficiency, transparency, consolidation, and ease of use.

Attachments:

iWorQ Systems Proposal -- Lumpkin County GA 05312022

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Lumpkin County here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.
Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Attachment: iWorQ Systems Proposal -- Lumpkin County GA 05312022 (2022-029 : iWorQ Permitting and Licensing Contract)

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Attachment: iWorQ Systems Proposal -- Lumpkin County GA 05312022 (2022-029 : iWorQ Permitting and Licensing Contract)

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than $2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact_____Title_____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact_____ Title _____

Office Phone _____ Cell _____

Email _____

10.CUSTOMER BILLING INFORMATION:

Billing Contact_____ Title_____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID #_____

Attachment: iWorQ Systems Proposal -- Lumpkin County GA 05312022 (2022-029 : iWorQ Permitting and Licensing Contract)

11. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____

Title _____

Office Number_____

Cell Number _____

Attachment: iWorQ Systems Proposal -- Lumpkin County GA 05312022 (2022-029 : iWorQ Permitting and Licensing Contract)

iWorQ Service(s) Agreement

APPENDIX A

Attachment: iWorQ Systems Proposal -- Lumpkin County GA 05312022 (2022-029 : iWorQ Permitting and Licensing Contract)

iWorQ Price Proposal

Lumpkin County	Population- 32,873
99 Courthouse Hill, Dahlonega, GA 30533, US	Prepared by: Jon Goble and Dalton Mickelsen

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Enterprise Package) *Permit Management *Code Enforcement *Portal Home (Permit, Code and License) Daily upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Unlimited reports and ad-hoc reporting Unlimited letters and documents configured through iWorQ's template library and 3 custom letters 6 custom forms for Portal Home Premium Data (50MB Uploads & 200GB Storage) Payment Processing – PayRoc – Online credit/debit card processing integrated with iWorQ. GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information daily from the published service. *Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum $500 fee to accommodate new configuration adjustments (subject to additional hourly charges)* Plan Review Management - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Must have premium data to use	$10,000	Annual

Attachment: iWorQ Systems Proposal -- Lumpkin County GA 05312022 (2022-029 : iWorQ Permitting and Licensing Contract)

License Management and License Portal - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, rentals, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation - Online renewal capabilities	$4,000	Annual
Bluebeam Integration iWorQ integration with Bluebeam Studio Prime *StudioPrime is required for integration and all Bluebeam products will need to be purchased directly from Bluebeam or authorized distributor/dealer.	Included	
Subscription Fee Total (This amount will be invoiced each year)	$14,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	$10,000	$10,000	Year One
Up to 5 hours of GIS integration and data conversion	~~$1,000~~	Included	Year One
Data Conversion	~~$4,900~~	Included	Year One
One-Time Setup Total (This amount will be added year 1)	~~$15,900~~	$10,000	Year One
Grand Total Due Year 1	~~$29,900~~	$24,000	Year One

Attachment: iWorQ Systems Proposal -- Lumpkin County GA 05312022 (2022-029 : iWorQ Permitting and Licensing Contract)

NOTES AND SERVICE DESCRIPTION

I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date.
II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days.
III. This cost proposal cannot be disclosed or used to compete with other companies.
IV. The annual fees and services listed above are fixed for a term of 3 years. After such time the agreement will remain on a year-to-year basis with annual increases not to exceed 5%.

Attachment: iWorQ Systems Proposal -- Lumpkin County GA 05312022 (2022-029 : iWorQ Permitting and Licensing Contract)

Lumpkin County, Georgia

Finance Department

Date: June 28, 2022

Agenda Item: Magistrate Court Assessment Engagement Letter

Item Description: Magistrate Court Assessment Engagement Letter

Facts & Historical Information:

In January 2022, staff was tasked with conducting an extensive financial audit of Magistrate Court. The firm of Mauldin and Jenkins (M&J) has been the County's external auditor since 2007, and staff consulted with M&J to identify the best course of action to complete the task. M&J's recommendation was to conduct an Operational/Performance Assessment of the Magistrate Court's fiscal management, financial activities, and financial processes related to revenue and operating funds collected and/or managed by the Magistrate Court. The results of the Assessment will enable new leadership to gain an understanding of past financial activities, performance, and operations; as well as identify potential areas for improvement.

The project duration is approximately 6-8 weeks, with a final report provided approximately 7-8 weeks after project commencement. The base fee assumption for the Assessment is $15,000; however, the County will be billed for actual hours worked and related incurred expenses. County staff will be notified if the project approaches $15,000 in order to discuss the work completed to-date and estimates for completing the work.

Potential Courses Of Action:

A. Approve the signing of the engagement letter as presented.

B. Not approve the signing of the engagement letter as presented.

Budget Impact: This is not included in the FY2022 budget. It can be paid from Contingency Funds or Fund Balance.

Staff Recommendation:

Attachments:
Lumpkin County Magistrate Court Assessment 5-12
Government Advisory Standard Terms

Mauldin & Jenkins
200 Galleria Parkway SE
Suite 1700
Atlanta, GA 30339

May 12, 2022

Ms. Abby Branan
Lumpkin County
Director of Finance and Purchasing
99 Courthouse Hill
Suite D
Dahlonega, GA 30533

Dear Ms. Branan:

Thank you for the opportunity to serve the Lumpkin County ("County"). The purpose of this engagement letter is to document your agreement for Mauldin & Jenkins ("M&J") to consult with, and assist you in conducting an Operational/Performance Assessment ("Assessment") of the Magistrate Court's fiscal management, financial activities, and financial processes related to revenue and operating funds collected and/or managed by the Magistrate Court.

We commend the County for undertaking this initiative as it will enable new leadership to gain an understanding of past financial activities, performance, and operations; as well as identify potential areas for improvement.

A. Engagement Objectives, Scope, and Approach

We understand that Lumpkin County desires an objective assessment of the Magistrate Court's revenue and operating funds. We will review financial activities and related financial processes from the past three years to assess fiscal trends, financial processes, and compliance with applicable governing laws and regulations.

Objectives/Scope

Assessment objectives and scope include the following:

- Document financial activities from the past three years
- Document financial processes/controls related to the management of the funds
- Document fund activity compliance with applicable governing laws and regulations
- Identify "what is working well", "what needs improvement", and "areas for potential risk or concern"
- Compare to leading practices
- Identify areas for improvement
- Develop meaningful recommendations to improve/enhance operations and management

Attachment: Lumpkin County Magistrate Court Assessment 5-12 (2022-030 : Magistrate Court Assessment Engagement Letter)

Approach and Deliverables

Our approach will consist of the following four phases:

Phase 1 – Initiation and Planning

M&J will conduct a kick-off meeting with the County project sponsor and other relevant County stakeholders (including the current Magistrate Judge). The purpose of the kick-off meeting will be to introduce the M&J Team; discuss roles and responsibilities; and project objectives, scope, timing, communication protocols, and potential risks. The meeting will allow for discussion at a more granular level to help ensure M&J and the County are aligned on key project attributes.

We will also discuss access to people and information needed during the Assessment and methods for requesting and obtaining interviews and data. We will bring an initial information request to the kick-off meeting based on our understanding of the County's needs and our knowledge of conducting similar assessments.

We will work with the County project sponsor to create an initial interview request list. Once the Assessment has begun and knowledge learned, additional information and interview request lists will be developed and submitted to the County.

Outputs: Initial Information and Interview Requests

Phase 2 – Information Gathering

The Information Gathering Phase will consist of obtaining information from two primary sources: information requested from the County and received, and from interviews.

We will create a tracking matrix to identify what information has been received and the completeness of the received information compared to what was requested. We will also create a tracking matrix for the interviews requested and timeliness of being able to conduct the meetings and obtain necessary data. We will include the information and interview tracking matrices in our bi-weekly status reports to the County to ensure visibility into any delays or obstacles.

Outputs: Additional Information and Interview Requests, and Tracking Matrices

Phase 3 – Fieldwork and Data Analysis

There will be significant amounts of data and information leveraged in our approach that will guide our findings, analysis, and recommendations. We will perform our initial fieldwork primarily by:

a. Reviewing requested information and data

We will request and review relevant information such as:

- Organization charts
- Job descriptions including roles, responsibilities, and competencies
- Policies and procedures
- Financial and budgetary information for past three years
- Technology/systems inventory
- Workflow diagrams or mapping

Attachment: Lumpkin County Magistrate Court Assessment 5-12 (2022-030 : Magistrate Court Assessment Engagement Letter)

b. Conducting interviews
M&J will conduct multiple interviews with County/Court management and staff (related to the revenue and operating funds). We will use the interviews to gain an understanding of people's roles and responsibilities, organization and reporting, operating functions, financial management and activities, and compliance and risk mitigation. We will meet with certain employees one-on-one, and will conduct group interviews or workshops where it makes sense.

c. Performing field/workflow/system observations
Part of our fieldwork will include performing direct observations of business processes, workflow, and system usage. We want to understand first-hand how processes and workflow actually operate – not just how they are supposed to operate.

Phase 4 – Validation and Reporting

We will begin this phase while fieldwork is still being conducted. The purpose of this phase is to:

- Begin to share preliminary observations with the appropriate stakeholders through meetings/workshops
- Receive feedback on the preliminary observations
- Based on feedback received, perform additional fieldwork or data analysis as applicable
- Prepare draft report
- Communicate draft report to the County project sponsor and appropriate stakeholders
- Obtain written feedback from draft report
- Prepare final report
- Present final report to appropriate stakeholders

Outputs: Draft Report, Final Report, Final Report Presentation

Timing

We estimate a project duration of approximately 6-8 weeks to complete the Assessment.

We will deliver a draft report at approximately 5-6 weeks after project commencement and allow time for County review/commentary and any appropriate adjustments to be made before issuing a final report at approximately 7-8 weeks after project commencement.

B. Engagement Team

David Roberts will serve as the engagement partner and will be responsible for overseeing the engagement and the delivery of all services to you. David has extensive experience assessing government operations and specifically court-related operations. Kate Russell, who served as a former state agency CFO, and other professionals from our Government Practice will also serve the County in delivering services against our scope of work. Our team consists of seasoned government consultants and governments executives who have "sat in your chair" and understand the fiscal, operational, and political pressures that governments face daily.

Attachment: Lumpkin County Magistrate Court Assessment 5-12 (2022-030 : Magistrate Court Assessment Engagement Letter)

C. Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations

Our Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations, and understandings with you:

- The services described in this engagement letter constitute an advisory engagement conducted under American Institute of Certified Public Accountants standards for consulting services
- Our work will be to assist and advise you with this project. As stated below and for clarity, we will not, nor does County desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of the County
- The County will determine the extent of services it wishes Mauldin & Jenkins to provide and will undertake the responsibilities set forth in this engagement letter
- The County will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this engagement on a timely basis
- The County will ensure that we have access to key people, facilities and data, and that all levels of your employees and contractors will cooperate fully and timely with us. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction
- The County agrees that all assumptions set forth in this engagement letter are accurate and agrees to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently, and we will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals
- The County will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables
- Mauldin & Jenkins will provide recommendations as applicable. The County is responsible for evaluating such recommendations and implementing the recommendations as deemed appropriate by the County
- The County will review the draft report in a timely manner
- Untimely review, or access to people or information could have an impact on the project schedule
- In no event shall Mauldin & Jenkins (or its personnel) be liable to the County – whether a claim be in tort, contract or otherwise—for any consequential, indirect, lost profit or similar damages relating to the services provided under this engagement letter, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Mauldin & Jenkins relating to such service

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of our services, and the fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

Attachment: Lumpkin County Magistrate Court Assessment 5-12 (2022-030 : Magistrate Court Assessment Engagement Letter)

D. Additional Understandings Arising from the Performance of Attest Services by Mauldin & Jenkins

Mauldin & Jenkins currently performs the financial audit in accordance with "Government Auditing Standards" (GAS) issued by the Comptroller General of the United States. GAS requires that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to an existing GAS audit client or an entity for which we may be asked to provide future audit services under GAS standards, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed. The County has agreed to designate an individual who possesses suitable skill, knowledge, or experience and that the individual understands the Services to be performed sufficiently to oversee them.

Accordingly, the management of the County agrees to the following:

1. The County has designated a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. The County will assume all management responsibilities for subject matter and scope of the Services.
3. The County will evaluate the adequacy and results of the services performed.
4. The County accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management, and those charged with governance, of the County of the objectives of the nonaudit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the nonaudit service. We believe this engagement letter documents that understanding.

The County acknowledges it will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on its behalf in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The County is solely responsible for maintaining its own data and records.

E. Fees

M&J will provide the services described in this engagement letter based on time and material – meaning that we will bill the County for actual hours worked and related incurred expenses. As the scope and actual time/resource requirements are unknown, we will assume a base fee of $15,000 or less. If we approach $15,000 in fees, we will check in with the project sponsor to discuss the work completed to-date and our estimates for completing the work. We will have discussions with the project sponsor for every $10,000 in fees over the initial $15,000 base to obtain documented approval for continued work. Our fee estimates are based on the hourly rates included in the following table.

Attachment: Lumpkin County Magistrate Court Assessment 5-12 (2022-030 : Magistrate Court Assessment Engagement Letter)

Professional Level	Hourly Rates
Partners	$295
Senior Managers	$265
Managers	$195
Staff	$175

We will invoice the County monthly for actual hours and expenses incurred and payment is expected within 30 days.

The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt of requested information and the scheduling and conduct of requested interviews) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the project. If significant additional time is necessary, or if additional scope elements are requested, we will discuss it with the designated client project sponsor and arrive at a new fee estimate before we incur the additional costs.

****

The attached Terms and Conditions apply to this engagement and are an integral part of our agreement. Please indicate your agreement to these arrangements by signing and returning a copy of this engagement letter with the completed acknowledgement section.

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,

David Roberts, Mauldin & Jenkins
Government Advisory Lead Partner

Attachment: Lumpkin County Magistrate Court Assessment 5-12 (2022-030 : Magistrate Court Assessment Engagement Letter)

F. Acknowledgement and Acceptance

We have read and agree to this engagement letter, the attached and incorporated Terms and Conditions. The County and its signatory below represents that said signatory is its duly authorized representative and has the requisite power and authority to bind the County to the undertakings and obligations contained herein.

Acknowledged and accepted:

Lumpkin County

By: _____

Name: _____

Title: _____

Attachment: Lumpkin County Magistrate Court Assessment 5-12 (2022-030 : Magistrate Court Assessment Engagement Letter)

Mauldin & Jenkins (M&J) Standard Government Advisory Terms and Conditions

1. Client Acceptance of Services.

At the conclusion of each phase of the Services, M&J will review with Client the intended scope of work and Deliverables to confirm compliance with the defined project expectations. If Client reasonably believes the Deliverables do not conform to project expectations, Client will notify M&J of such nonconformity in writing within ten (10) business days of receiving the Deliverables. M&J will then have a reasonable period of time to correct the nonconformity, as mutually agreed to by the Parties based upon severity and complexity of the necessary correction. If Client uses the Deliverables before acceptance or fails to notify M&J of the nonconformance within the above-referenced ten-day (10-day) period, the Deliverables will be considered accepted.

2. Disputes and Remedies.

2.1. If Client objects to any portion of an invoice, Client will provide written notice of its objection to M&J within ten (10) days of the date it receives the applicable invoice, including a detailed description of the basis for Client's contention that any invoiced amounts are incorrect and any applicable supporting documentation. Client will be responsible for payment of the portion of the invoice that is not in dispute within thirty (30) days of the date it received the applicable invoice. If Client and M&J cannot resolve the disputed amounts within ten (10) days thereafter, the dispute shall be escalated to the senior management of each respective Party, who shall engage in good faith efforts, to promptly resolve such dispute. If it is determined by the Parties that Client owes all or part of any amount subject to dispute, Client shall remit such amount to M&J within five (5) days of such determination. M&J reserves the right to charge interest on any undisputed amount invoiced that is not paid within thirty (30) days of the invoice date.

2.2. In the event that Client fails to pay any undisputed invoiced amounts within sixty (60) days of their due date, upon written notice to Client, M&J shall have the right to suspend its Services until such time as Client pays such undisputed amounts invoiced in full. M&J will not be liable for any resulting loss, damage or expense connected with such suspension.

2.3. The foregoing does not limit M&J from pursuing any other rights available at law or in equity and is in addition to, not in lieu of, M&J's termination rights under Section 5.

3. Use and Ownership.

3.1. **Deliverables**. "Deliverables" shall mean those custom-developed documents, data, reports, analyses, recommendations, work product (if any), and other materials authored or prepared by M&J specifically for Client pursuant to the Scope of Work and identified therein. For avoidance of doubt, Deliverables do not include M&J Information (as defined in Section 3.3) or M&J's administrative communications, records, files and working papers relating to the Services that remain the sole and exclusive property of M&J. In the event that a Scope of Work for outsourced services provides that Client acquires ownership of working papers, M&J will be entitled to retain copies of all such working papers subject to the confidentiality obligations herein. Notwithstanding anything stated to the contrary in this Agreement, as between M&J and Client, any information, data or material provided by Client to M&J in connection with M&J's Services hereunder shall remain, and is, the sole and exclusive property of Client.

3.2. **License of Deliverables and M&J Information**. Subject to the limitations set forth herein, upon final payment for the Services in connection with this Engagement Letter, Client shall have a perpetual, nontransferable royalty-free, worldwide license, without the right to grant sublicenses (except that Client may grant sublicenses to its Participating Affiliates consistent with the license restrictions and limitations set forth herein), to use, copy and modify the Deliverables delivered by M&J

Attachment: Government Advisory Standard Terms (2022-030 : Magistrate Court Assessment Engagement Letter)

thereunder, including the M&J Information incorporated therein or provided therewith (i) solely for the purpose of using such materials in Client's internal business and (ii) in accordance with any limitations and restrictions set forth in Client's licenses with third parties.

3.3. **M&J Information**. Notwithstanding any other provisions set forth herein, M&J reserves all rights in and to all proprietary works of authorship created, developed or purchased by M&J (or by any third party under contract to M&J) that either (i) have not been created specifically for Client or (ii) have general applicability to M&J's business. M&J Information includes works created before and during the term of this Agreement. M&J Information includes (without limitation) methodologies, templates and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof (collectively, "M&J Information"). Except as set forth in the Scope of Work or otherwise permitted in this Agreement, Client may not reuse, resell or disclose M&J Information to any third parties. Further, Client is expressly prohibited from disaggregating M&J Information from the Deliverables.

3.4. **Sole Benefit and Use**. Client acknowledges and agrees that any advice, information or work product provided to Client by M&J in connection with this Engagement Letter is for the sole benefit and use of Client and may not be relied upon or used by any third party; provided, however, that Client may share any advice, information or work product provided to it by M&J with Client's regulators, auditors and advisors in the ordinary course of business as necessary.

4. Indemnification and Limitation of Liability

4.1. **Client's Indemnification of M&J**. Client will indemnify M&J (and its personnel) and tender a defense to M&J (and its personnel) for all costs, fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) associated with (i) a claim made by any claimant that is not a party to this Agreement and which arises from or relates to any Services, Deliverables or other work product from M&J that Client uses or discloses to others in a manner other than that expressly permitted by this Agreement OR (ii) a knowing misrepresentation by Client management.

5. Term and Termination

5.1. **Term**. This Agreement will commence on the Effective Date and will continue until it is terminated by one or both of the Parties in accordance with this Section 5.

5.2. **Material Breach**. Either Party may terminate this Agreement for a material breach that remains uncured for thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. The failure of Client to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach of this Agreement. M&J will not be liable to Client for any resulting loss, damage or expense connected with a termination for Client's material breach under this provision.

5.3. **Termination without Cause**. Unless otherwise set forth in the Scope of Work, either Party may terminate this Agreement for any reason upon fifteen (15) days prior written notice to the other Party. If the Scope of Work contains a longer notice period for termination without cause than that set forth herein, then the notice period in such Scope of Work will govern; provided, however, that if Client terminates pursuant to this Section 5.3, it must pay all outstanding fees and expenses for Services actually performed and Client Deliverables or portions thereof delivered (in each case, even if such Services or Client Deliverables are incomplete) as of the effective date of termination. If the Engagement Letter contains

Attachment: Government Advisory Standard Terms (2022-030 : Magistrate Court Assessment Engagement Letter)

payment terms on any basis other than fees and expenses paid on time and materials basis, then such payment terms shall govern.

5.4. Effect of Termination. Upon the effective date of a termination of this Agreement (i) each Party shall promptly return to the other all Confidential Information of the other Party in its possession; (ii) M&J shall submit to Client an itemized final invoice for any fees, reimbursable expenses, and any related taxes not previously invoiced under this Agreement; (iii) within thirty (30) days after receipt of M&J's final invoice, Client shall pay all undisputed amounts due M&J pursuant to such invoice and all other outstanding invoices; (iv) M&J shall have no further responsibility for any incomplete or in-process Client Deliverable as of the date of termination; and (v) to the extent both Parties mutually agree at such time, M&J will provide Client with up to thirty (30) days of termination transition services. The scope, cost, and timing of such termination transition services will be mutually agreed upon by the Parties at such time.

5.5. Survival. The following Sections will survive the termination of this Agreement as applicable: 3 (Use and Ownership), 4 (Indemnification and Limitation of Liability), 5.4 (Effect of Termination), together with accrued payment obligations.

6. General Provisions

6.1. Governing Law. This Agreement will be governed and construed in accordance with the laws of the state of Georgia, without regard to the conflicts of laws or principles thereof.

6.2. Time to Bring Claims. No claim or action by either Party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under this Agreement, may be brought by either Party more than twenty-four (24) months after the Party first knows or has reason to know that the claim or cause of action has accrued, but in no event more than thirty-six (36) months following the completion of the Services. This Section 6.2 may shorten, but in no event will it extend, any period of limitation on actions otherwise provided by applicable Law.

6.3. Legal Action Requiring Disclosure. In the event M&J is requested or authorized by Client or is required by regulation, Law, subpoena or other legal process to produce its documents or its personnel as witnesses with respect to its Services for Client, Client will, so long as M&J is not a Party to the proceeding in which the information is sought, reimburse M&J for its professional time and expenses, including the reasonable fees and expenses of counsel, incurred in responding to such requests.

6.4. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Parties.

Attachment: Government Advisory Standard Terms (2022-030 : Magistrate Court Assessment Engagement Letter)

Lumpkin County, Georgia

Community and Employee Services Department

Date: June 28, 2022

Agenda Item: ACCG-IRMA Property & Liability Insurance Renewal

Item Description: 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.

Facts & Historical Information: The county purchases annual property and liability insurance from ACCG. This year's renewal cost is $352,538 which includes a safety credit of $18,850, a rate credit of $9,120 and a dividend credit of $32,148. ACCG requests that the BOC approve, sign, and return the Renewal Contribution Worksheet before the July 1 renewal date; the worksheet is part of the attachment.

This year's renewal cost is an increase of $59,594 over last year. ACCG reports that their agency has experienced increases in costs this past year just like other public entity pools and insurers across the nation. Specifically, auto, law enforcement liability, and property claims have increased in both frequency and cost. Additionally, economic inflation, property catastrophes, cyber-attacks, and data breaches have all contributed to this increase.

Potential Courses Of Action:

A. Approve the renewal as is.
B. Approve the renewal, but raise deductibles.
C. Choose not to renew the coverage, in which case it will become necessary to quickly find alternative coverage.

Compare and Contrast: While there is a budget impact to Option A, the amount is manageable and will allow the county to continue with a product that we know and with a provider who understands the needs of county governments. Option B increases deductibles per claim, which may result in a small amount of savings, but will also require higher initial investment by the county each time there is a claim. Option C is the least favorable option as it could leave the county without adequate coverage, or even with no coverage, especially since our current plan expires June 30.

Budget Impact: This expected cost is included each year's budget. Since ACCG's plan/premium year runs from July 1 through June 30; however, some of the increase has already been accounted for in this year's budget so a shortage of $12,691 will need to be covered in our 2022 budget, the rest of the increase can be included in the 2023 budget.

Staff Recommendation: **Course of Action A.**

Attachments:
ACCG-IRMA Renewal Contribution Worksheet

Sign and return this page to accginsurance@accg.org by 7/1/2022

ACCG–IRMA

Renewal Contribution Worksheet

7/1/2022 to 7/1/2023

Member: Lumpkin County

COVERAGE AVAILABLE THROUGH ACCG-IRMA

General Liability	Automobile Liability	Equipment Breakdown
Law Enforcement Liability (LEL)	Automobile Physical Damage	Crime & Privacy and Security
Public Officials Liability (POL)	Property	

DEDUCTIBLES AND CONTRIBUTIONS

Unless noted otherwise, your deductible(s) will be the same as expiring and as noted in the Coverages & Limits section of this proposal.

Renewal Proposal	Contribution
Renewal Contribution:	**$423,606**
Less Safety Credit:	**($19,398)**
Less Rate Credit:	**($9,120)**
Less Dividend Credit:	**($32,148)**
Net Contribution Due:	**$362,940**

*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Flood Hazard Areas, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, $500,000 for building or structure and $500,000 contents. Highest applicable deductible will apply.

ADDITIONAL LIMITS OF LIABILITY COVERAGE

Your Limit for Liability Coverage (Included in Contribution Above): $2,000,000
Note that these are the limits you chose last year.
With $1,000,000 on Auto Liability

Your liability limits may be increased in increments of $1,000,000. We have provided the cost of any additional limits below.

(If Automobile Liability is specifically itemized in Your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)

Option	Additional Annual Cost
Increase Limits to $3,000,000	$22,996
Increase Limits to $4,000,000	$28,226
Increase Limits to $5,000,000	$32,555

For those members buying a General Liability limit of $4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to $3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call ACCG Underwriting & Member Services at 1.800.858.2224.

June 1, 2022

Attachment: ACCG-IRMA Renewal Contribution Worksheet (2022-031 : ACCG-IRMA Property & Liability Insurance Renewal)

Sign and return this page to accginsurance@accg.org by 7/1/2022

OPTIONAL UNINSURED MOTORISTS COVERAGE

Uninsured Motorists coverage provides a source of recovery for the negligent and tortious acts of an owner or operator of an uninsured motor vehicle. County governments are not legally responsible for the liability caused by uninsured motorists. Any bodily injury suffered by a county employee during and in the course of employment is covered by Workers' Compensation; otherwise, their injuries should be covered by their health insurance. Physical damage to county-owned vehicles should be covered under the Physical Damage section of the ACCG-IRMA Coverage Agreement.

Your current Uninsured Motorists coverage limit selection on file is $0. Should you wish to change this coverage selection to a different limit please call ACCG Underwriting & Member Services at 1.800.858.2224.

IMPORTANT: This Contribution Worksheet must be signed, dated and returned to:

ACCG
email: accginsurance@accg.org
fax: (404) 522-1897
no later than 7/1/2022

Although we would like your contribution as soon as possible, please do not let the lack of payment delay your return of this worksheet. Until we are notified otherwise, your expiring limits and deductibles will apply in the event of a claim.

Accepting For: Lumpkin County

SIGN HERE →

Signature	Title	Date

Attachment: ACCG-IRMA Renewal Contribution Worksheet (2022-031 : ACCG-IRMA Property & Liability Insurance Renewal)

June 1, 2022

Lumpkin County, Georgia

Finance Department

Date: June 28, 2022

Agenda Item: Enotah Public Defender Indigent Defense Contract - Four Counties

Item Description: Enotah Public Defender Indigent Defense Contract - Four Counties

Facts & Historical Information:

The Enotah Circuit Public Defender's Office has been in operation since 2005. The Enotah Circuit entered into an agreement with the State to help reduce the liability of counties in the defense of indigent persons with the implementation of this system, with Lumpkin County agreeing to act as the financial administrator for the contract for a small administrative fee. This is an agreement that the Circuit signs annually with the Georgia Public Defender Council. This agreement defines the statutory services, requirements, and responsibilities of the State and the Circuit and has been presented to the Circuit members for consideration.

The spring Enotah Circuit meeting was held on Thursday, May 19 in White County. The FY23 detailed budget proposal from Penny Hunter, Chief Public Defender, is attached. Ms. Hunter was present and requested an overall budget increase of $23,715. In FY22, the Public Defender budget used $10,070 of rollover funds held by Georgia Public Defender Council. The amount of funding needed over the FY22 contribution from counties is $33,785. Georgia Public Defender Council is holding $19,343 from the FY21 budget, which can be used in the FY23 budget. The four counties' consensus was to use the rollover funds as well as $14,442 from the Public Defender's Fund Balance to balance the FY23 budget. Fund Balance at 12/31/21 was $105,582. This will enable the four counties as a whole to maintain the current contribution levels in FY2023, adjusting only for new census numbers.

Based on the 2020 census data, Lumpkin County's FY23 contribution will increase by $12,151. The administration fee paid to Lumpkin County will increase by $1,129. The net impact to the County's FY23 contribution is $11,022.

Potential Courses Of Action:

A. Approve the contract as presented. This option will allow the contract to proceed to each circuit member county and will keep this service in place, which saves each county money for the defense of indigent persons. The approval of this agreement also ensures that the circuit receives State assistance in the defense of indigent persons.

B. Disapprove the contract. This is the least favorable of the options, as it places the County fully responsible for the defense of indigent persons with no assistance from the State. If other Circuit members do not agree to withdraw from the agreement, the County would still have to participate.

Contract Term: This contract is from July 1, 2022 through June 30, 2023.

Budget Impact: Lumpkin County's increase ($5,511) for the first six months is not funded in the FY22 budget. The increase for the second six months ($5,511) is included in the FY23 budget. The increase for FY22 can be paid from contingency or fund balance.

Staff Recommendation: **Staff recommends approving the contract as agreed upon by the member counties.**

Attachments:
Enotah Judicial Circuit Contract (FY 23)
ATTACHMENT A - Enotah - Lumpkin County (FY 23)
Enotah Budget Proposal 2022 (FY23)

GEORGIA PUBLIC DEFENDER COUNCIL

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

Attachment: Enotah Judicial Circuit Contract (FY 23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

THIS AGREEMENT is entered into this_____ day of_____, 2022, among the Circuit Public Defender Office of the Enotah Judicial Circuit (herein referred to as "**the Public Defender Office**"), the governing authority of Lumpkin County, a body politic and a subdivision of the State of Georgia (herein referred to as "**Lumpkin County**"), the governing authority of Towns County, a body politic and a subdivision of the State of Georgia (herein referred to as "**Towns County**"),and the governing authority of Union County, a body politic and a subdivision of the State of Georgia (herein referred to as "**Union County**"), and the governing authority of White County, a body politic and a subdivision of the State of Georgia (herein referred to as "**White County**". Lumpkin, Towns, Union, White Counties are herein referred to collectively as "**the Counties**." This agreement is effective July 1, 2022.

WITNESSETH:

WHEREAS, the Public Defender Office and the Counties enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended,

WHEREAS, the Counties are bodies politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

(1) The provision by the Public Defender Office of the statutorily required services to the Counties;

(2) The payment to the Public Defender Office by the counties for additional assistant circuit public defenders and administrative assistants;

(3) The payment by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;

(4) Travel advances and reimbursement of expenses; and

(5) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars ($10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Enotah Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

(1) Misdemeanor and felony cases prosecuted in the superior courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;

(2) Hearings in the superior courts of the Counties on a revocation of probation;

(3) Cases prosecuted in the juvenile courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the Counties agree to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 7% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Upon expiration or termination of the agreement, any unused portion of the administrative services fee may be refunded to the Counties in the discretion of the Georgia Public Defender Council. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the Counties do not pay for the cost of these personnel in advance in accordance with this agreement.

Attachment: Enotah Judicial Circuit Contract (FY 23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

ARTICLE 3

PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The Counties agree to pay their pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is stated in the budget. The Counties agree to the payment terms. Attachment B is incorporated into this agreement by reference.

ARTICLE 4
TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel expense reimbursement. The Counties agree to provide travel advances and to reimburse expenses which may be incurred by an employee of the Public Defender Office in the performance of the employee's official duties for the office to the extent the expenses are not reimbursed by the state and **to the extent the expenses are authorized by the county paying the expense**. The Counties shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is 12 months beginning July 1, 2022 and ending June 30, 2023.

Section 5.02 Maintenance of effort. The Counties agree that they will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the Counties collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the

Attachment: Enotah Judicial Circuit Contract (FY 23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Enotah Judicial Circuit:

Penny Hunter
Circuit Public Defender
1536 Highway 129 South
Cleveland, GA 30528

Lumpkin County:

_____
Name

_____
Street
_____GA, _____
City, Zip Code

Towns County:

_____
Name

_____
Street
_____GA, _____
City, Zip Code

Union County:

_____
Name

_____
Street
_____GA, _____
City, Zip Code

White County

_____
Name

_____
Street
_____GA, _____
City, Zip Code

Attachment: Enotah Judicial Circuit Contract (FY 23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

Georgia Public Defender Council:
Omotayo Alli, Director
270 Washington Street, Suite 6079
Atlanta, GA 30334

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) Due to non-availability of funds. In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the Counties accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 5.08 (b).

Attachment: Enotah Judicial Circuit Contract (FY 23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

Section 5.08 Cooperation in transition of services. (a) At the beginning of the agreement. The Counties agree upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Rollover of Funds. The Counties acknowledge that state agencies have a fiscal year from July 1 to June 30. The Counties agree to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 5.11 Union County Additional Funds. Union County, with the agreement of Lumpkin, Towns and White Counties, agrees to provide an additional **$20,000.00**, by payment of such funds to Lumpkin County, as financial administrator, for payment as directed by the Public Defender Office in order to provide additional services required, and requested, by Union County. Additional service shall be provided solely to Union County for the purpose of obtaining, as quickly as reasonably practical, reasonable bonds, primarily in drug arrests, to permit Union County inmates, to obtain release from the Union County Detention Facility. No service provision shall be reduced to any other Enotah Circuit County, however certain of these specific funds may be spent in other Circuit Counties since public defender attorneys in those other counties work/case load is expected to increase as a result of the additional duties performed by public defender attorneys serving Union County, and additional administrative duties will be incurred. Any and all payments from these funds, payable to Enotah Circuit Public Defender employees, shall be paid without withholding of any funds whatsoever, for any purpose whatsoever, including, without limitation, tax withholding and Social Security, and the ultimate recipient of any such funds shall be solely responsible for the payment in full of any all such obligations.

Attachment: Enotah Judicial Circuit Contract (FY 23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

Payment shall be paid directly to:

Lumpkin County Board of Commissioners
Attn: Finance – Abby Branan
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

The Enotah Public Defender Office agrees to use these funds for the purpose of paying the obligations referred to herein.

Section 5.12 Time. Time is of the essence.

Attachment: Enotah Judicial Circuit Contract (FY 23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Lumpkin County

_____ BY: _____
Signature

_____
Title

ATTEST:

Towns County

_____ BY: _____
Signature

_____
Title

ATTEST:

Union County

_____ BY: _____
Signature

_____
Title

ATTEST:

White County

_____ BY: _____
Signature

_____
Title

ATTEST:

Circuit Public Defender

_____ BY: _____
Signature
Circuit Public
Defender

ATTEST: Consented to:

Georgia Public Defender Council

_____ BY: _____
Signature
Director

Attachment: Enotah Judicial Circuit Contract (FY 23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

Enotah Judicial Circuit

ATTACHMENT A – Personnel Expenditures

Lumpkin County

July 1, 2022 – June 30, 2023

The County agrees to pay the Public Defender Office **$436,691.00** in 12 monthly installments of **$36,390.92**. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2022. Invoices will be sent to the following address:

_____

_____

_____

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
270 Washington Street
Suite 6079
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants.

Attachment: ATTACHMENT A - Enotah - Lumpkin County (FY 23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four

GEORGIA PUBLIC DEFENDER COUNCIL

Office of the Public Defender
Enotah Judicial Circuit
59 South Main Street, Suite C, Cleveland, Georgia 30528
Phone: 706-348-8577 Fax: 706-348-8578

Penny S. Hunter
Circuit Public Defender

WHITE-LUMPKIN-UNION-TOWNS COUNTIES

Enotah Public Defender's Office
Budget Proposal 2021 (FY 2023)

The post Covid judicial system is moving at rapid speed and with great efficiency. Though I have been a public defender in this circuit since 2013, I have never been present in court as often as I have since January 2022. As a circuit, we are pounding on the backlog and closing cases. The judges are requiring much from our office and we are meeting those expectations, covering all the courts, accountability courts, inmate representation, and trials for people who have been waiting.

Our office has managed to stay on top of the caseload, despite being short staffed. In October, one of our county funded attorneys left for a much higher paying job in the private sector. While searching for his replacement, in March another attorney left for a significantly higher paying job in the private sector. Also, our most senior circuit attorney was appointed to a magistrate position within the circuit. Each time, the remaining attorneys absorbed an additional 200 to 350 cases to manage. Fortunately, we did receive one ARPA funded position and we have utilized that position to assist in handling the caseload and court appearances.

Currently, all three of our county funded positions are vacant. While I do not expect the taxpayers to be able to compete with the private sector, I am requesting increased salaries for the county funded positions. My hope is to have recent graduates come in and fill those positions. I have one potential hire that may be able to start in July. My intention is to fill the lower paying position with her in hopes of attracting other people to the higher paying positions. Still, the current market makes it difficult to keep people here so I am requesting an increase in those salaries.

At this time, I am requesting increases for 2 of the 3 county funded attorney positions. I am requesting a $3,000 increase for the county funded attorney position currently at $44,000, to be able to offer the newest hire $47,000. Though not as high as my other positions, I am hopeful that a new attorney will be willing to come work fresh out of law school at that amount.

Further, I am requesting that the attorney position, currently vacant, but previously filled by Gregory Lucas receive an increase. The salary for that position is currently $52,639.60. I am asking for that salary to increase up to $56,000 in order to hire and retain an attorney, a $3,360.40 increase. My hope is to be able to attract an attorney with some experience with a slightly higher salary. Despite outreach attempts, we currently have little interest in the posted job positions.

The total amount requested toward salaries would be $6,360.40. However, the cost of state employee retirement benefits has substantially increased. Because of that increase, the total money requested this year is $27,585.35. That amount is significantly higher than I expected to request and significantly more than my previous request. But the need for higher salaries to

Attachment: Enotah Budget Proposal 2022 (FY23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

GEORGIA PUBLIC DEFENDER COUNCIL

Office of the Public Defender
Enotah Judicial Circuit
59 South Main Street, Suite C, Cleveland, Georgia 30528
Phone: 706-348-8577 Fax: 706-348-8578

Penny S. Hunter
Circuit Public Defender

attract, hire, and retain attorneys in my office is evident. My attorneys are tired, yet continue to work diligently. The current attorneys do not need additional money at this time; the request is simply to get more attorneys here to assist with the heavy caseloads.

In addition, I would like to share a budgeting idea with you. This was my first full year as CPD and I have now had an opportunity to utilize our office expenditures budget. While I am appreciative of the amount given to us, I am asking that you consider pulling funds from my office expenditures budget to apply toward the personnel salary increases I am requesting. Notably, I expect to have between $18,000 and $19,000 remaining in the office expenditure budget for the current year. I am suggesting that part of my minor equipment and part of my office supply budget, totaling around $5,000, be reallocated to the personnel salary request. I am confident that I will be able to manage a slightly smaller office supply budget.

I appreciate your time and your service to our community. I look forward to continuing to discuss the budget with you in the coming days.

Attachment: Enotah Budget Proposal 2022 (FY23) (2022-032 : Enotah Public Defender Indigent Defense Contract - Four Counties)

Lumpkin County, Georgia

Finance Department

Date: June 28, 2022

Agenda Item: Enotah Public Defender Indigent Defense Contract - City

Item Description: Enotah Public Defender Indigent Defense Contract - City

Facts & Historical Information: The Enotah Circuit Public Defender's Office has been in operation since 2005. This agreement is allowed by law and defines the statutory services, requirements, and responsibilities of the State, City, and the County. The County is agreeing to be the fiscal agent for this contract, which requires billing the City, collecting the funds, and paying associated expenses for supplies and employees.

Potential Courses Of Action:

A. Approve the contract. This contract does not impact County or Circuit operations. We will bill the City once per year and set the employees in the financial system to be paid quarterly. Approving the contract will allow the City to be invoiced and employees to be paid as they perform the allowable services.

B. Disapprove the contract. This could have an adverse impact on City/County relations. The County would also lose a small amount of revenue should the contract not be renewed.

Contract Term: This contract is from July 1, 2022 through June 30, 2023.

Budget Impact: There is no impact to the County's operating budget, or the Circuit budget, for the Public Defender's performance of services for the City of Dahlonega as presented.

Staff Recommendation: **Staff recommends approving the contract renewal.**

Attachments:
Enotah Judicial Circuit Contract with Dahlonega (FY 23)

GEORGIA PUBLIC DEFENDER COUNCIL

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this_____ day of _____, 2022, among the Circuit Public Defender Office of the Enotah Judicial Circuit (herein referred to as "the Public Defender Office"), the governing authority of Lumpkin County, a body politic and a subdivision of the State of Georgia (herein referred to as "the County"), and the City of Dahlonega, a body politic and a subdivision of the State of Georgia (herein referred to as "the City"). This agreement is effective July 1, 2022.

WITNESSETH:

WHEREAS, the Public Defender Office, the County, and the City enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

> A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-30 (c) (7) provides as follows:

> The governing authority of any municipality within the judicial circuit may, with the approval of the circuit public defender, supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS, O.C.G.A. § 17-12-35 provides as follows:

> A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, O.C.G.A. § 36-32-1 (f) provides as follows:

> Any municipal court operating within this state and having jurisdiction over the violation of municipal ordinances and over such other matters as are by specific or general law made subject to the jurisdiction of municipal courts shall not impose any punishment of confinement, probation, or other loss of liberty, or impose any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty, as authorized by general law or municipal or county ordinance, unless the court provides to the accused the right to representation by a lawyer, and provides to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state; and

Attachment: Enotah Judicial Circuit Contract with Dahlonega (FY 23) (2022-033 : Enotah Public Defender Indigent Defense Contract - City)

WHEREAS, O.C.G.A. § 36-32-1 (g) provides as follows:

> Any municipal court operating within this state that has jurisdiction over the violation of municipal or county ordinances or such other statutes as are by specific or general law made subject to the jurisdiction of municipal courts, and that holds committal hearings in regard to such alleged violations, must provide to the accused the right to representation by a lawyer, and must provide to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state.

WHEREAS, O.C.G.A. § 36-2-1 (h) provides as follows:

> Any municipality or municipal court may contract with the office of the circuit public defender of the judicial circuit in which such municipality is located as a means of complying with the municipality's or municipal court's legal obligation to provide defense counsel at no cost to indigent persons appearing before the court in relation to violations of municipal ordinances, county ordinances, or state laws.

WHEREAS, the City is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases in the courts operated by the City consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

(1) The provision by the Public Defender Office of services to the courts operated by the City;

(2) The payment by the City for the services provided by the Public Defender Office; and

(3) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars ($10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

SERVICES AND PERSONNEL

Section 1.01 Services. The Public Defender Office agrees to provide representation to indigent persons who are defendants in courts operated by the City and who are charged with the violation of a state law or municipal or county ordinance for which upon conviction there is a possibility that a sentence of imprisonment, probation, a suspended sentence of imprisonment, or other loss of liberty or any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty may be imposed. The Public Defender Office also agrees to provide

Attachment: Enotah Judicial Circuit Contract with Dahlonega (FY 23) (2022-033 : Enotah Public Defender Indigent Defense Contract - City)

representation to indigent persons in probation revocation hearings in the City Court of Dahlonega and the direct appeal from a decision in cases described above.

Section 1.02 Conflict of Interest Cases. The City agrees to provide legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.01 in which the Public Defender Office has a conflict of interest.

Section 1.03 Personnel and Payment. The City agrees to pay the Public Defender Office $10,000 for the services stated in Section 1.01 of this agreement. The County agrees to act as the fiscal agent for the Public Defender Office for this agreement. The City agrees to pay the above stated amount to the County for use by the Public Defender Office. The amount to be paid includes a 7% administrative services fee. Any additional personnel employed by the Public Defender Office pursuant to this agreement are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this agreement may be terminated by the Public Defender Office if the City does not pay for the cost of these personnel in advance in accordance with this agreement.

Section 1.04 Compliance with Standards. The Public Defender Office agrees to provide the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. The Public Defender Office specifically agrees to provide services to the City in the courts covered by this agreement in a manner that will comply with the requirements of O.C.G.A. § 36-32-1.

Section 1.05 Overload of cases. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the City 30 calendar days written notice of its intent to suspend taking new cases pursuant to this Agreement. The provisions of Section 3.07 apply during the period of suspension. The Public Defender Office shall give the City 10 calendar days written notice of its intent to lift the suspension of taking new cases. At any time during the suspension of taking new cases up to and including the 5th calendar day after the City receives notice from the Public Defender Office of its intent to lift the suspension of the Agreement, the City may elect to terminate the Agreement by giving the Public Defender Office written notice of the termination; in which event the this Agreement shall immediately terminate subject to the provisions of Section 3.07.

ARTICLE 2
OPERATING EXPENSES

2.01 Operating Expenses. The City agrees to pay its share of the costs of appropriate office supplies, utilities, telephone expenses, and materials as may be necessary to equip, maintain, and furnish the office or offices of the Circuit Public Defender.

ARTICLE 3

MISCELLANEOUS

Section 3.01 Term. The term of this agreement is 12 months beginning July 1, 2022 and ending June 30, 2023.

Section 3.02 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be in full force and effect. Any agreement of the parties to amend, modify,

Attachment: Enotah Judicial Circuit Contract with Dahlonega (FY 23) (2022-033 : Enotah Public Defender Indigent Defense Contract - City)

eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 3.03 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the City acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the Parties, shall be governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The Parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate

Section 3.04 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address
indicated below:

Circuit Public Defender Office of Enotah Judicial Circuit:

Penny Hunter
1536 Highway 129 South
Cleveland, GA 30528

Governing Authority of City of Dahlonega:

City Manager

_____
Street

Dahlonega, GA 30533

Governing Authority of Lumpkin County

_____
Name

_____
Street

_____, GA _____
City Zip code

Attachment: Enotah Judicial Circuit Contract with Dahlonega (FY 23) (2022-033 : Enotah Public Defender Indigent Defense Contract - City)

Georgia Public Defender Council:

Omotayo Alli, Director
270 Washington Street, Suite 6079
Atlanta, GA 30334

Section 3.05 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement among the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 3.04 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the contract. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement.

Section 3.06 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the City), is reduced during the term of this agreement, the Public Defender may make financial and other adjustments to this agreement and notify the City accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in city funds by the person designated in Section 3.04 to receive notices for the City is conclusive. The City shall promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 3.07. In lieu of terminating this Agreement, the City and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 3.05.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the City no later than 30 days after the effective date of written notice of termination and the City shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 3.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

Section 3.07 Cooperation in transition of services. (a) At the beginning of the agreement. The City agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

Attachment: Enotah Judicial Circuit Contract with Dahlonega (FY 23) (2022-033 : Enotah Public Defender Indigent Defense Contract - City)

(b) During or at the end of the agreement. The Public Defender Office agrees upon suspension, termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the City to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rules, or the State Bar of Georgia ethical standards or the facilitation of the transfer to the City of the client records. The City agrees to compensate the Public Defender for all post-suspension, post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The City shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination or expiration of this agreement.

Section 3.08 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The Parties agree to reconcile expenditures against advances of funds within 30 calendar days of termination of this agreement.

Section 3.09. Time is of the essence

Attachment: Enotah Judicial Circuit Contract with Dahlonega (FY 23) (2022-033 : Enotah Public Defender Indigent Defense Contract - City)

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

City of Dahlonega

_____ BY: _____
Signature

_____
Title

ATTEST:

Lumpkin County

_____ BY: _____
Signature

_____
Title

ATTEST:

Circuit Public Defender

_____ BY: _____
Signature
Circuit Public
Defender

ATTEST: Consented to:

Georgia Public Defender Council

_____ BY: _____
Signature
Director

Attachment: Enotah Judicial Circuit Contract with Dahlonega (FY 23) (2022-033 : Enotah Public Defender Indigent Defense Contract - City)

Lumpkin County, Georgia

Special Projects Department

Date: June 28, 2022

Agenda Item: Atlanta Gas Light Contract: Natural Gas Line for Health Department

Item Description: 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.

Facts & Historical Information: The Lumpkin County Health Department requested permission to install a back-up generator system for the preservation of vaccines in the event of an extended power outage. The Board approved the installation of the generator in January 2022. The Lumpkin County Health Department is responsible for the cost of the generator. The contract before the Board is for Atlanta Gas Light to install the gas line for the back-up generator. The Lumpkin County Health Department will be responsible for the cost of installing the gas line.

Potential Courses Of Action: A. The Board could choose to approve the contract with Atlanta Gas Light to install the natural gas line.

B. The Board could choose to not approve the contract with Atlanta Gas Light to install the natural gas line.

Budget Impact: There would be no impact to the budget as the Health Department will pay for the installation of the gas line.

Staff Recommendation: **The recommendation of staff is to approve the contract with Atlanta Gas Light.**

Attachments:
Atlanta Gas Light contract for 60 Mechanicsville Rd Dahlonega GA 30533 - PWR 2789659

Southern Company Gas

NON-RESIDENTIAL GAS EXTENSION CONTRACT

#816.01

811 no. **(BCA NO)** 289033

STATE OF	GEORGIA	**AFE NO.**	193906
COUNTY OF	LUMPKIN	**APPLICANT**	Lumpkin County
DATE	May 20, 2022	**LOCATION**	60 Mechanicsville RD Dahlonega, GA 30533
		MAILING ADDRESS	99 COURTHOUSE HL #STE H, Dahlonega, GA 30533

THIS AGREEMENT, entered into by and between Atlanta Gas Light Company, hereinafter called Company, and Lumpkin County hereinafter called Applicant, witnesseth :

WHEREAS, Applicants owns, or occupies as lessee, certain property in Land Lot no. (none) of the district of LUMPKIN County , Georgia, being No. 60 Mechanicsville RD in the city of Dahlonega ; has made application for gas to be supplied by Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its Rules and Regulations as hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

(1)Company will install gas facilities to serve Applicant in accordance with Rule 8 of Company's Rules and Regulations attached hereto, and made apart hereof. The Company will install gas facilities, substantially as configured in Attachment A, including 1 gas meter(s) to serve the total equipment load indicated in Schedule (A) at a delivery pressure of 7" WC; Any changes to these facilities or their configuration required by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current material and labor rates

(2) Applicant will install and commence using in a bona fide manner within six months after the date of the completion of the extension, and continue to so use for a period 1 years those appliances and the equipment indicated by Schedule A hereof, on which the Company has relied in computing the Estimated Annual Revenues and the allowable investment, as defined in Rule 8 B(1), for facilities allowed free to the Applicant and the advance, if any, to be paid by Applicant to Company.

(3)Within one year after the service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues in accordance with Schedule A has been met.

(4)If based upon this determination, there is a lesser Allowable Investment than that originally granted, and a payment is required in addition to the prior payment by the applicant, if any, such additional payment shall be paid by the Applicant. The total payment(s), if any, by the Applicant shall not exceed the Estimated Cost to Serve indicated in Schedule A unless changes in facilities are required by the Applicant.

(5)Refunds of any payments, contributions or advances hereunder shall be made in accordance with Rule 8 B (4) (c). Refunds will be made if excess allowable investment applied to the refund is above that which is necessary to cover the cost of equipment and facilities of the additional customers. No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for in (2). No refund will be given if a new main extension is required to serve these new customers.

(6) No assignment of this Agreement by applicant shall be effective unless prior written approval shall have been granted by Company.

(7)Two or more parties may make a joint advance on the same facilities extension. In such cases the total free length thereof will be considered to be the sum of the individual allowances that are applicable under the Rules and Regulations of the Company. The amount to be advanced by the members of the group shall be apportioned among them in such a manner as they shall mutually agree upon.

(8)Legal and equitable title to all mains, service lines and appurtenan installed under this Agreement shall be and remain in the Company, and Company shall have the right, without the consent of, or any refund to, Customer, (a) to extend the gas main or connect additional gas ma connections attached to such main or extended or connected gas mains.

(9)This Agreement is subject to all Rules and Regulations of the Comp which are now or may hereafter be issued, approved or otherwise m effective, by the Georgia Public Service Commission, or by any ot government body having jurisdiction with respect to the Compa References herein to certain portions of such Rules and Regulation, as t now exist, shall not be construed as exclusive, and all other portions in ef from time to time shall apply as fully as though they had been specific referred to herein. The Company may rescind this offer if either party fail execute the contract within 45 days of the day and year above.

(10)Applicant acknowledges that in executing this Agreement they have relied upon any representation by the Company relating to the estima completion date of the gas extension covered by this Agreement

	Schedule A	
A	**Estimated Cost To Serve**	$13,39
B	**Estimated Annual Revenue**	$(
C	**Contribution Required by Applicant**	$13,39
D	**Total Required by Applicant**	$15,47
E	**Contribution Amount Eligible For Refund**	$8,79
F	**Customer Gas Equipment**	

UseCode	Gas Equipment	CubicFeet/H
1	OTHER(NO ALLOWABLE)	127

IN WITNESS WHEREOF, the parties hereto set their hands on and affixe their seals.

BY LUMPKIN COUNTY

PRINT NAME _____

APPLICANT _____

WITNESS _____

DATE _____ TITLE _____

ATLANTA GAS LIGHT COMPANY

BY _____

TITLE _____ DATE _____

WITNESS _____ MARKETER _____

Attachment: Atlanta Gas Light contract for 60 Mechanicsville Rd Dahlonega GA 30533 - PWR 2789659 (2022-034 : Atlanta Gas Light Contract:

#816.02C

ATLANTA GAS LIGHT COMPANY
NON-RESIDENTIAL MAIN AND SERVICE EXTENSION RULE 8

Service Lines and Mains necessary to furnish permanent service to Applicants for Non-Residential Service within established service area the Company will be constructed by the Company in accordance with the following provisions:

A General

The Company will construct, own, operate and maintain gas Mains generally along public streets, roads and highways which the Comp has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactor the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service Line of suitable capacity from its Main to the Premises of the Applic All such Main and Service Line will be provided pursuant to the following provisions:

B. Extension of Main and Service

Subject to the limitations in C below, the Company shall provide up to the first 125 feet of Main and/or Service Line extension as wel Metering Equipment and Regulating Equipment to each Applicant's Billing Unit at no cost to the Applicant. These 125 feet of Main an Service Line and Metering Equipment and Regulating Equipment are in addition to the Allowable Investment as provided below:

1. Calculation of Allowable Investment Beyond the First 125 Feet of Main and Service Line

(a). The Allowable Investment in Main and Service Line, excluding Metering and Regulating Equipment, to be made by the Comp without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by levelized annual carrying charge rate applicable to the investment.

(b). The levelized annual carrying charge rate shall be calculated by using the weighted average cost of capital as determined by Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment c the expected useful life of the Service Line. These costs will be discounted at the Company's after-tax rate of return.

(c). The Allowable Investment in Main and Service Line shall be based upon engineering cost estimates.

(d). The Applicant's Estimate Annual Revenues shall be determined by estimating the Dedicated Design Day Capacity plus the custo charge.

2. Contribution by Applicant

In the event that the Allowable Investment beyond the first 125 feet of Main and Service Line is not sufficient to cover the cost of extension, the Applicant shall pay the excess costs.

3. Length and Location

(a) The length of Main required for a Main extension or the length of Service Line will be considered as the distance along the shor practical route, as determined by the Company, from the Company's nearest Main, capable in the opinion of the Company of prop supplying the Applicant. Irrespective of the total Allowable Investment, the Company shall not be required to extend a Main or Service L a greater distance than necessary in the judgment of the Company to serve an Applicant.

(b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall ext from the Company's Main to the first reasonably acceptable meter location as determined by the Company.

(c) The Company reserves the right to designate the locations and specifications for the main taps, Service Lines, curb cocks, meters regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant r request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cos the original Company design shall be borne by the Applicant regardless of whether the length of Service Line laid as requested Applicant comes within the Allowable Investment provided in this rule. Further, the Company may require Applicant to provide both po and phone lines to the location of such metering facilities.

4. Extensions Beyond the First 125 Feet of Main and Service Line

(a) Payment Provisions

The Applicant shall pay to the Company the excess cost of the extension beyond the first 125 feet of Main and Service Line, Metering Regulating Equipment, and the Allowable Investment.

(b) Adjustment of Allowable Investment and Payments

(i) Within one year after service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues determi in accordance with Section B(1)(d) above have been achieved.

(ii) If, based upon the above determination, there is a lesser Allowable Investment than that originally granted and a payment is require addition to the prior payment by the Applicant, if any, such additional payment shall be paid by the Applicant.

(c) Refunds of Payments

A portion of an Applicant's payment may be refunded where one or more additional Customers connect to a Main extension that initi required a customer payment under the following:

(i) First, the original Applicants made a payment to the Company for the original Main to establish service.

Second, the original Applicant will receive a credit if an additional Customer establishes service on the original Main.

Third, the calculation of the original Applicants refund, if any, is the excess to the Allowable Investment attributed to the additic Customer taking service that is greater than the cost to establish service to the additional Customer.

(ii) The Service Line for each additional Customer shall be directly connected to the Main extension and no further extension of Mai required.

(iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess Allowable Investm generated.

(iv) When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in t same proportion as the original contribution.

(v) No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser pe of five (5) years or the period contracted from the date Company is first ready to render service from the extension. Any unrefunded amc at the end of the period will become the property of the Company.

(vi) Any additional Main to be connected in any manner to Main already laid or to a Main provided for under an existing agreement Main extension, as provided for in the rule, shall be considered a new Main extension, and no refund or repayment of any kind with resp to such new Main or any Customer to be served from or through such new Main shall be made to any Customer who made an advance the installation of the Main already laid or for the Main provided for under such existing agreement.

(vii) Refunds will be made for the funds advanced through the Universal Service Fund if the Commission designates at the time approval of an application that the specific facts of the application so warrant. Refunds will also be made for funds advanced through Universal Service Fund for any application which was approved prior to the effective date of this revised provision and which has b designated as appropriate for such refunds by the Commission on or before November 18, 2003.

(d) One Service Line for a Single Premise

The Company will not install more than one Service Line to supply the Premises of an individual Applicant unless for the convenienc the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditi at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, Metering Equipment, and Regula Equipment at the engineering cost.

(e) Relocation of Service

(i) When in the judgment of the Company the relocation of a Service Line, including Metering and Regulating Equipment, is necessar maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.

(ii) If relocation of a Service Line, including Metering and Regulating Equipment, is for the convenience of the Applicant or the Custon such relocation, shall be performed by the Company at the expense of the Applicant or the Customer.

C Limitations

1. The first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment shall not be made by Company for Auxiliary or Incidental Uses of Gas.

2. The Company shall not be required to provide any connection to the Company's system where such connection may have an adve impact on existing Customers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact existing Customers.

Attachment: Atlanta Gas Light contract for 60 Mechanicsville Rd Dahlonega GA 30533 - PW 2789659 (2022-034 : Atlanta Gas Light Contract: Natural Gas Line for Health Department)

D. Special Conditions

1. Contracts

The Applicant will be required to execute a contract covering the terms under which the Company will install Mains and Service Line accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence usin a bona fide manner within six months after the date of the completion of the extension and continue to use for the period contracted for, amount of gas determined for the Dedicated Design Day Capacity and under the Rate Schedule on which the Company's Allowa Investment is based.

Such contract will also provide that if the Applicant fails to take service or fails to meet the Dedicated Design Day Capacity, the Comp may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's Non-Residential Main and Serv Line extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipm installed and utilized.

2. Periodic Review

The Company will as soon as possible after the close of each of its fiscal years review its costs of construction of Mains, Services Lir and Metering and Regulating Equipment, and file with the Commission the unit charges for such facilities.

3. Extension for Temporary Service

Extension for temporary service or for operations that in the Company's opinion are of a questionable permanence will not be made und this Rule, but will be made in accordance with the rule pertaining to temporary service.

4. Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. The Company reserves the right, at its sole option, to ref line extensions from any of its lines operating at a pressure in excess of 125 PSIG.

5. Title to Facilities

Legal and equitable title to all Mains, Service Lines, and Metering and Regulating Equipment installed by the Company upon which advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the r without the consent of, or any refund to, any party who made such advance, contribution, or other payment:

(a) To extend the gas Main or connect additional gas Mains to any part of it.

(b) To serve new additional Customers at any time through service connections attached to such Main or to extended or connected Mains.

6. Exceptional Cases

In unusual circumstances when the application of this Rule appears to create a hardship to either party, the Company or the Applicant m refer the matter to the Commission for special ruling thereon prior to commencing construction.

7. Dispute Resolution

In the event that a dispute arises between the Company and a party seeking a line extension from the Company under the provisions this Rule, the Company or the party may seek an expedited review of the dispute from the Staff of the Commission. Said review shall completed within 60 days of a written request for such review and shall be limited to a review of the proposed line extension and whet the Company's position regarding said extension is in compliance with Rule 8.

At the end of its review, the Staff shall issue a written opinion as to whether the Company's position in the dispute is in compliance v Rule 8. If the issuance of the Staff's opinion does not resolve the dispute to the satisfaction of the Company or the party seeking a extension, the Company or such party may petition the Commission to resolve the dispute.

Attachment: Atlanta Gas Light contract for 60 Mechanicsville Rd Dahlonega GA 30533 - PWR 2789659 (2022-034 : Atlanta Gas Light Contract:

For Office Us

NOTICE OF INTENT
VERSION 2008

State of Georgia
Department of Natural Resources
Environmental Protection Division

For Coverage Under the 2008 Re-Issuance of the
NPDES General Permits No. GAR100003 To Discharge Storm Water
Associated With Construction Activity for Common Developments

BLANKET SECONDARY PERMITTEE

NOTICE OF INTENT (Check only one):

Annual Notification (Submitted on or before January 15 of the year in which coverage is desired)

Re-Issuance Notification (Submitted within 60 days of effective date of General NPDES Permit No. GAR 100003)

Change of Information

I. BLANKET SECONDARY PERMITTEE INFORMATION

Blanket Secondary Permittee's Name: Atlanta Gas Light Company Phone: 800-599-3770

Address: 10 Peachtree Place City: Atlanta State: GA ZipCode: 30309

Utility Sub-Contractor's Name(Optional): Phone:

Address: City: State: ZipCode:

Facility Construction Site Contact: Brian Leavell Phone: 800-599-3770

II. CONSTRUCTION SITE ACTIVITY INFORMATION

Construction Activity Type: Commercial Industrial Municipal Residential

III. CERTIFICATIONS (Blanket Secondary Permittee)

HBB

I certify that I will adhere to the Primary Permittee's Erosion, Sedimentation and Pollutant Control Plan (Plan) or the portion of the Plan applicable to construction activities.

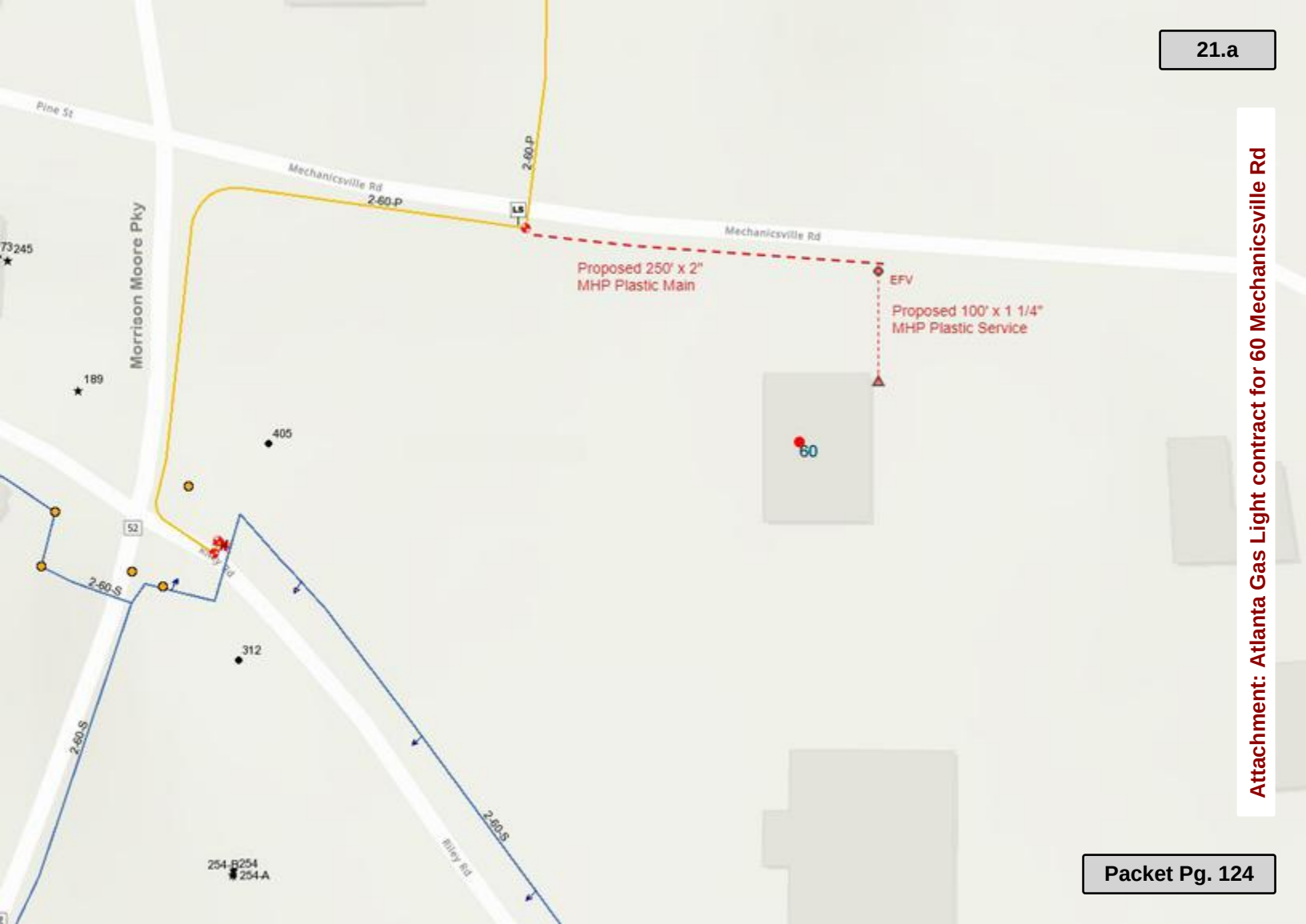
HBB

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designe assure that certified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment knowing violations.

Blanket Secondary Permittee's Printed Name: H BRYAN BATSON Title: PRESIDENT

Signature: H Bryan Batson Date 02/01/2013

Attachment: Atlanta Gas Light contract for 60 Mechanicsville Rd Dahlonega GA 30533 - PWR 2789659 (2022-034 : Atlanta Gas Light Contract:



Attachment: Atlanta Gas Light contract for 60 Mechanicsville Rd

Lumpkin County, Georgia

Emergency Services Department

Date: June 28, 2022

Agenda Item: Stryker ProCare Maintenance Agreement

Item Description: 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.

Facts & Historical Information: This agreement is an ongoing operating budget item that provides the necessary maintenance and certification of our very vital Cardiac Heart monitors and Lucas devices that we carry on our emergency vehicles. The agreement provides for fast and efficient maintenance and repairs when we have any issues with any of the equipment. If any of the equipment have an issue and it cannot be fixed on site, they will provide us with a replacement until it is repaired. This agreement also provides 1 in house preventive maintenance service during the year to make sure the equipment is re-certified, catch and fix any issues that may occur.

Potential Courses Of Action: Two potential courses of action:

1. Complete and submit the maintenance agreement for approval and continue to receive the coverage in the event we do have one of the pieces of equipment to fail.
2. Do not renew the agreement and take the risk of one of the equipment failing and it costing more than the agreement to fix or possibly the life of a patient while in the field.

Budget Impact: There is no budget impact felt, due to the agreement already being included in the yearly budget and operating cost for the Department.

Staff Recommendation: **The recommendation of staff is to approve the agreement to continue seamless coverage for our equipment in the event of failure during the upcoming year.**

Attachments:
Stryker 22 Contract

ProCare Services

stryker

Sales Rep Name: Preston Willis
ProCare Service Rep: Patrick Delva

3800 E. Centre Ave
Portage, MI 49009

Date: 5/2/2022
ID #: 220502114532

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1323412
Account Name: Lumpkin County Emer SVCS
Account Address: 99 Courthouse Hill
City, State Zip: Dahlonega, GA 30533

Name: David Wimpy
Title: Chief
Phone: (706) 864-3030
Email: DAVID.WIMPY@LUMPKINCOUNTY.G

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LUCAS	LUCAS	LUCAS Prevent Onsite	4	1		$4,506.00
2	LP15	LifePak 15	LP15 Prevent Onsite	7	1		$10,111.50

PROGRAM INCLUDES:

LUCAS Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
- LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

**(Onsite Repairs or Depot Depending on Agreement) **

LP15 Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adapter repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

**(Onsite Repairs or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	$14,617.50
FINAL TOTAL	**$14,617.50**

Start Date: 4/14/2022
End Date: 12/31/2022

Stryker Signature _____ Date _____

Customer Signature _____ Date _____

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at **https://techweb.stryker.com**
The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number _____

Attachment: Stryker 22 Contract (2022-035 : Stryker ProCare Maintenance Agreement)

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308 **If contract is over $5,000 please send hard copy PO**

COMMENTS:
Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com. All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure. **Quote pricing valid for 30 days.

Attachment: Stryker 22 Contract (2022-035 : Stryker ProCare Maintenance Agreement)

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LUCAS	3518C699	LUCAS Prevent Onsite
2	LUCAS	3518C704	LUCAS Prevent Onsite
3	LUCAS	3016I478	LUCAS Prevent Onsite
4	LUCAS	3016J280	LUCAS Prevent Onsite
5	LP15	40062081	LP15 Prevent Onsite
6	LP15	38373612	LP15 Prevent Onsite
7	LP15	49177860	LP15 Prevent Onsite
8	LP15	38343235	LP15 Prevent Onsite
9	LP15	43384313	LP15 Prevent Onsite
10	LP15	49177752	LP15 Prevent Onsite
11	LP15	38200453	LP15 Prevent Onsite

Attachment: Stryker 22 Contract (2022-035 : Stryker ProCare Maintenance Agreement)

Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number 220502114532

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	0
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1323412
Company Name	Lumpkin County Emer SVCS
Contact or Department	David Wimpy
Street Address	99 Courthouse Hill
Addt'l Address Line	
City, ST ZIP	Dahlonega, GA 30533
Phone	(706) 864-3030

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
https://techweb.stryker.com

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** 220502114532

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

Attachment: Stryker 22 Contract (2022-035 : Stryker ProCare Maintenance Agreement)

As of March 2020

stryker

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users

- Transactional service (time and material) is available for non-contract customers
  - o If a component has failed on your device, your local Sales Representative should be contacted for support

- Contractual service
  - o Stryker will continue to offer contractual service on a yearly basis only

  - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections

  - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Attachment: Stryker 22 Contract (2022-035 : Stryker ProCare Maintenance Agreement)

Lumpkin County, Georgia

Sheriff's Department

Date: June 28, 2022

Agenda Item: Flock Safety Falcon Cameras Contract

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

Facts & Historical Information: Lumpkin County is looking into entering into an agreement with Flock Group Inc for the use of two Flacon Cameras, access, and use of the Flock Camera System. The Flock system is a camera system that captures a photo of the vehicle and the vehicle license plate. The system stores these photos, which can be searched by date, time, make and model of the vehicle. The cameras will be set at strategic locations within the county to capture the license plates of the vehicles that pass. This information will be used in the criminal investigations of crimes which are committed in those area. The agreement also allows complete access to the Flock Group Inc computer system, which contains all data from Flock cameras in and outside of Lumpkin County. Lumpkin County Sheriff Office Staff recommends the approval of the contract with the Flock Group Inc.

Potential Courses Of Action:

1. The Board could accept the proposed contract and agreement with Flock Group Inc. which would provide this investigative tool for criminal investigations conducted with in the county.

2. The Board could choose to not accept the proposed contract and agreement with Flock Group Inc.

Contract Term: Initial Terms of 24 months
Renewal terms of 24 months

Budget Impact: The agency shall pay fees for the initial term, a total of $10,700 for the twenty-four (24) months. This is a onetime $350.00 per camera implementation fee (subtotal of $700.00) and a yearly Falcon Camera fee of $2,500.00 per camera ($5,000 annually).

Staff Recommendation: **The recommendation of Sheriff Office staff is to grant the proposed contract and agreement. In which the Flock Camera System could be used in the investigation and apprehension of suspects in criminal investigations.**

Attachments:
Flock Services SO Contract

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: Lumpkin County Board of Commissioners	**Agency Contact Name:** Alan Ours
Notice Address: Lumpkin County Board of Commissioners 99 Courthouse Hill, Ste H Dahlonega, Georgia 30533	**Agency Contact Phone:** (706) 864-3742 **Agency E-Mail:** alan.ours@lumpkincounty.gov
Expected Payment Method:	**Billing Contact: Lumpkin County Finance Department** **99 Courthouse Hill, Ste D** **Dahlonega, GA 30533**

Initial Term: 24 months **Renewal Term:** 24 months	**Billing Term:** Annual payment due Net 30 per terms and conditions

Attachment: Flock Services SO Contract (2022-036 : Flock Safety Falcon Cameras Contract)

Name	Price	QTY	Subtotal
Professional Services - Falcon, Standard Implementation	$350.00	2.00	$700.00
Falcon Camera	$2,500.00	2.00	$5,000.00

(Includes one-time fees)

Year 1 Total $5,700.00

Recurring Total: $5,000.00

Special terms:

• Agency shall pay fees for the Initial Term, a total $10,700.00 for the twenty-four (24) months, on or before the 30th day following receipt of final invoice

Attachment: Flock Services SO Contract (2022-036 : Flock Safety Falcon Cameras Contract)

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: Lumpkin County Board of Commissioners**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Attachment: Flock Services SO Contract (2022-036 : Flock Safety Falcon Cameras Contract)

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and Lumpkin County Board of Commissioners ("Agency") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Attachment: Flock Services SO Contract (2022-036 : Flock Safety Falcon Cameras Contract)

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "***Agency Hardware*** " shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Agency Hardware*** " excludes the Embedded Software

1.3 "***Authorized End User(s)***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement, including but not limited to the Lumpkin County Sheriff's Office.

1.4 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "***Flock IP***" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "***Footage***" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "***Hardware***" or "***Flock Hardware***" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "***Hardware***" excludes the Embedded Software.

1.9 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "***Installation Services***" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

Attachment: Flock Services SO Contract (2022-036 : Flock Safety Falcon Cameras Contract)

1.11 "***Non-Agency End User(s)***" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "***Services***" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "***Support Services***" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "***Unit(s)***" shall mean the Agency Hardware together with the Embedded Software.

1.15 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency 's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

Attachment: Flock Services SO Contract (2022-036 : Flock Safety Falcon Cameras Contract)

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

Attachment: Flock Services SO Contract (2022-036 : Flock Safety Falcon Cameras Contract)

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency 's account that have been impacted.

2.7 **Installation Services.**

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for

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installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations*.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations*")**. In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated

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Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the

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Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no

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obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("***Agency Data***"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative

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purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

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5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the ***"Initial Fees***") as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

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6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term*.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for

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unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

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DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by

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local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

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10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Georgia. The parties hereto agree that venue would be proper in the chosen courts of the State of Georgia. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

Attachment: Flock Services SO Contract (2022-036 : Flock Safety Falcon Cameras Contract)

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service to the address set forth below; and upon receipt, if sent by certified or registered mail, return receipt requested, to the address set forth below:

To Flock: Flock Group, Inc.
Attn: _____
1170 Howell Mill Rd NW, Ste 210
Atlanta, GA 30317

To Agency: Lumpkin County Board of Commissioners
Attn: Alan Ours, County Manager
99 Courthouse Hill, Ste H
Dahlonega, GA 30533

Attachment: Flock Services SO Contract (2022-036 : Flock Safety Falcon Cameras Contract)

Lumpkin County, Georgia

Sheriff's Department

Date: June 28, 2022

Agenda Item: Inmate Food Services Contract - Agape Food Service

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

Facts & Historical Information: Lumpkin County entered into a contract with Agape Food Service INC. in March of 2019 to provide meals for inmates. For the current renewal, they are proposing an increase in the new cost per meal structure. This proposed increase is due to the increase of food prices and supplies. The Sheriff's Office has found no issue in granting the increase with Agape Food Services INC. Lumpkin County Sheriff Office Staff recommends renewing the contract with the proposes cost per meal structure.

Potential Courses Of Action: 1. The Board could accept the proposed cost per meal structure and renew the contract with Agape Food Services INC. The county has an established relationship with this company and they provide a necessary service for the Lumpkin County Sheriff Office.

2. The Board could choose to not renew the contract with Agape Food Service INC. and direct this service be placed out for bid which could result in higher bid amounts. This course of action means the county would have to go month to month until such time the service could be bid and would be responsible for preparing all meals for inmates. This course of action is the least favorable in the opinion of the Sheriff Office.

Budget Impact: The current cost per meal structure with Agape Food Services INC. is listed below also listed below is the proposed cost per meal structure.

CURRENT	
Inmate Count	*Price Per Meal*
0-80	$2.6796
81-100	$2.4736
101-110	$1.4724
111-120	$1.4596
121-130	$1.4071
131-140	$1.3583
141-150	$1.3131
151-160	$1.2736
161-170	$1.2390
171-180	$1.2083
181-190	$1.1809

PROPOSED Amendment	
Inmate Count	*Price Per Meal*
0-80	$2.6796
81-100	$2.4736
101-110	$1.5224
111-120	$1.5096
121-130	$1.4571
131-140	$1.4083
141-150	$1.3631
151-160	$1.3236
161-170	$1.2899
171-180	$1.2583
181-190	$1.2583

Staff Recommendation: **The recommendation of Sheriff Office staff is to grant the proposed cost per meal structure and continue to have Agape Food Service INC. provide our meal services.**

Attachments:
Inmate Food Services Contract 2022

RENEWAL OF
CONTRACT FOR INMATE FOOD SERVICE
AT THE
LUMPKIN COUNTY DETENTION CENTER

Whereas, the **Lumpkin County Board of Commissioners**, (hereinafter referred to as "County") and **Agape Food Service & Catering, Inc.,** a corporation authorized by law to transact business in the State of Georgia, (hereinafter referred to as "Contractor"), and with the concurrence the **Lumpkin County Sheriff,** entered into a Contract for Inmate Food Service at the Lumpkin County Detention Center effective as of March 1, 2019 (hereinafter referred to as the "Contract") for a Contract Term of March 15, 2019 to February 29, 2020; and

Whereas, the County and the Contractor entered into an Amendment to the Agreement for Provision of Meals effective as of March 14, 2020, which amended the Cost Per Meal in the Contract and renewed the term through December 31, 2020; and

Whereas, the County and the Contractor entered into an Amendment to the Agreement for Provision of Meals effective as of January 1, 2021, to renew the term through December 31, 2021; and

Whereas, the Contract provides for up to three (3) annual renewals; and

Whereas, the County and the Contractor, with the concurrence of the Lumpkin County Sheriff, desire to renew the Contract for the third renewal term;

Now therefore, the County and the Contractor hereby agree to renew the Contract for a term with an effective beginning date of May 21, 2022, and ending December 31, 2022, which shall be considered the third annual renewal; and

The Cost Per Meal shall be:

Inmate Count	Price Per Meal
0-80	2.6796
81-100	2.4736
101-110	1.5224
111-120	1.5096
121-130	1.4571
131-140	1.4083
141-150	1.3631
151-160	1.3236
161-170	1.2899
171-180	1.2583
181-190	1.2583

Attachment: Inmate Food Services Contract 2022 (2022-037 : Inmate Food Services Contract - Agape Food Service)

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

IN WITNESS WHEREOF, the parties have caused this Renewal of Contract to be signed by their duly authorized representatives, this ____day of _____, 2022.

Contractor:

Agape Food Service & Catering, Inc.
By:

_____
Name: **Bryan Sutton**
Title: **CEO**

Lumpkin County:

By:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Concurrence of Lumpkin County Sheriff:

_____
Stacy Jarrard, Sheriff

Attachment: Inmate Food Services Contract 2022 (2022-037 : Inmate Food Services Contract - Agape Food Service)

Lumpkin County, Georgia

Finance Department

Date: June 28, 2022

Agenda Item: MOU Amendment - Board of Regents/UGA & Lumpkin County

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

Facts & Historical Information: Lumpkin County's extension service program began in the early 1920s with a home economist being retained by the Road and Revenue Commissioners. The first extension agent, Glad Owens, was named to the position for Lumpkin County in 1929. Through the years, the county has approved several MOUs relating to the program. Staff received a new, expanded agreement for this program in January of 2020. Upon consultation with the Extension Office, the majority of employees were favorable to changing to being paid solely from UGA. The direct pay agreement was approved in February 2020, and the MOU was updated in 2020 and was renewed in 2021.

The MOU and Annual Financial Agreement have also been revised to make corrections to reflect the intent of the 2020 agreement and to provide clarity to ambiguous language in the previous contract. Those revisions are outlined below:

MOU REVISIONS:
• Section II Compensation – Changed to option B. Cooperative Contract Pay, which permits County Extension Personnel to receive their compensation from UGA Extension payroll. It also allows for UGA to bill the County for the County's portion of the personnel's salary, benefits, taxes, and retirement benefits.

ANNUAL FINANCIAL AGREEMENT REVISIONS
• "Annual Financial Agreement" has been added as the title to the document since this is referenced numerous times in the MOU.
• Employee names were replaced with position titles in order to provide continuity through personnel changes.
• Billing frequency has been updated from monthly to quarterly.

Potential Courses Of Action:
A. Approve the MOU with requested salary/benefits increases as presented.
B. Approve the MOU with any recommendations from the BOC.
C. Do not approve the MOU.

Comparison of Courses of Action:
A. This option will clear any ambiguous language in the existing contract and update it to reflect the current practices.
B. This option provides for suggestions from the BOC while also updating the existing MOU.
C. This option leaves ambiguous language in the MOU.

Contract Term: July 1, 2022 – June 30, 2023

Budget Impact: The contract is increasing by $69, which attributed to the increase in TRS.

Staff Recommendation: Staff recommends approval of Course of Action “A”.

Attachments:
MOU BOC-January 2020-Lumpkin County BOC
Lumpkin County BOC contract 2022 2023

MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and Lumpkin COUNTY

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and **Lumpkin** County, a political subdivision of the State of Georgia, by and through its Board of Lumpkin, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in **Lumpkin** County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of Lumpkin is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.

2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.

3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.

4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.

5. UGA Extension shall report to the County Board of Lumpkin at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.

    a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.

c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.

2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the Lumpkin County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.

3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Lumpkin for all county departments.

II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

☐ **A. COOPERATIVE DIRECT PAY**

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".

☒ **B. COOPERATIVE CONTRACT PAY**

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

☐ **C. COUNTY FUNDED EXTENSION PERSONNEL**

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

III. AGREEMENT

1. This MOU shall take effect when it is executed by both **Lumpkin** County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.

3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.

4. This MOU may be modified by written agreement of the parties hereto.

5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability, or veteran status.

6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

The address of UGA Extension is: 22 Johnson Street, Suite A
Dahlonega, GA 30533

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

The address of County is: 99 Courthouse Hill
Dahlonega, GA 30533

or such other address as shall be furnished by such notice to the other party.

_____ Date: _____
Chairman, Board of Commissioners, **Lumpkin** County

_____ Date: _____
County Extension Coordinator, **Lumpkin** County

_____ Date: _____
Vice President for Public Service and Outreach, University of Georgia

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record and therefore:
   a. Provide legally required health insurance; and
   b. Provide legally required worker's compensation insurance

3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

   The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

   The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

Addendum B

COOPERATIVE CONTRACT PAY:

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record and therefore:
    a. Provide legally required health insurance;
    b. Provide legally required worker's compensation insurance; and
    c. Pay applicable FICA taxes; and
    d. Withhold federal and state income taxes in accordance with relevant federal and state law.

3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

   The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.

2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.

3. UGA Extension shall supervise and evaluate County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.

4. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.

5. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

For County Funded Extension Personnel, the COUNTY agrees to the following:

1. The County shall employ and determine the total salary that personnel are to be paid.

2. The County shall provide all salary and associated benefits as per County policy.

3. The County shall serve as the employer of record and therefore:
   a. Provide legally required health insurance;
   b. Provide legally required worker's compensation insurance;
   c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
   d. Designate supervision of extension personnel to the District Extension Director.

4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

Attachment: MOU BOC-January 2020-Lumpkin County BOC (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

Lumpkin County Board of Commissioners
July 1, 2022 to June 30, 2023

To: Bobby Smith, Northeast District Director

From: Lumpkin County Board of Commissioners

ANNUAL FINANCIAL AGREEMENT

The Lumpkin County BOC wishes to continue the Contract agreement between the Lumpkin County Board of Commissioners and the University of Georgia Board of Regents of The University of Georgia on behalf of The University of Georgia Cooperative Extension. The term of this agreement shall be from July 1, 2022 to June 30, 2023. The Northeast District Extension will be allowed to rebudget funds without prior written approval from Lumpkin County as long as such rebudgeting does not result in a increase in the compensation authorized in this year's budget. Final invoice requested 60 days after the end date of June 30, 2023.

Signature _____ *Print Name* _____ *Date* _____
Lumpkin County BOC

Signature _____ *Print Name* _____ *Date* _____
County Extension Coordinator

Employee			**2022/2023**
4-H Agent			15,671.00
Admin Assistant			11,421.00
ANR Agent			14,205.00
Total Salaries			41,297.00
Teachers Retirement (19.98%)			
4-H Agent			3,132.00
Admin Assistant			2,282.00
ANR Agent			2,839.00
Total			8,253.00
FICA (SS) 6.2%			
4-H Agent			972.00
Admin Assistant			709.00
ANR Agent			881.00
FICA HI (Medicare) 1.45%			
4-H Agent			228.00
Admin Assistant			166.00
ANR Agent			206.00
Total			3,162.00
Total Salary and Benefits			52,712.00

Please bill the BOC quarterly for the actual expenses of the object codes listed. With the exception of annual leave, this contract is not to include any benefits other than the ones listed on this budget sheet. All other benefits to be charged to state funds. Request final billing for this contract to be sent within 60 days of the Contract end date.

Bill to:
Lumpkin County Board of Commissioners
99 Courthouse Hill Suite A
Dahlonega, GA 30533

(706) 482-2574
Candice.King@LumpkinCounty.gov
carlie.tanner@lumpkincounty.gov
Alicia.Davis@LumpkinCounty.GOV

Attachment: Lumpkin County BOC contract 2022 2023 (2022-038 : MOU Amendment - Board of Regents/UGA & Lumpkin County)

Lumpkin County, Georgia

Board of Commissioners Department

Date: June 28, 2022

Agenda Item: Additional Design Services - Architecture Unlimited

Item Description: 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.

Facts & Historical Information: In 2020, Architecture Unlimited was chosen to draw the architectural plans for the Aquatic Center. The Board entered into a contract with Architecture Unlimited in June of 2020. The firm completed the architectural plans for the Aquatic Center and the project was placed out for bid. In 2021 the Aquatic Center project was put on hold as bids for the project came in over budget. In 2022 discussions began concerning a scope of work change for the Aquatic Center. Those discussions resulted in a plan to build needed recreation space while also including a pool and waterpark area for the community. Architecture Unlimited has agreed to revise the architectural drawings to include this new scope. The cost for the revision will be $144,156.25. A basis of compensation can be found in the attached Additional Design Services Request from Architecture Unlimited.

Potential Courses Of Action:

1. Approve the additional design services request and additional funding to Architecture Unlimited.

2. Do not approve the additional design services request and additional funding to Architecture Unlimited.

Contract Term:

Budget Impact: Funding for the additional services will come from the original project funds that were obtained in 2020.

Staff Recommendation: Staff's recommendation is to approve the additional design service request and additional funding to Architecture Unlimited. This will allow the project to move forward.

Attachments:

ADDITIONAL DESIGN SERVICES REQUEST #3

Architect: Jeff Sherer, NCARB
Architecture Unlimited, PLLC
2700 Rondeau Court
Matthews, NC 28105
m. 704.451.7436 e. jeffs@architecture-unlimited.com
w. architecture-unlimited.com

Owner
Lumpkin County
99 Courthouse Hill
Dahlonega, GA 30533

Project
The Lumpkin County – Recreation Center and Waterpark
215 Pinetree Way
Dahlonega, GA 30533

I. SUMMARY:

Project Design Services are based on the previously approved Letter Agreement for the project located at 215 Pinetree Way, Dahlonega, GA. All provisions of the Master Agreement shall apply to Additional Service #3

II. SCOPE OF ADDITIONAL DESIGN SERVICES:

Provide Design Services to revise the current Aquatic Center documents to a 26,000 SF Recreation Center with Waterpark per attached site plan, floor plan and front elevation. Adjustments have been made for the scope of work to be completed during construction administration and close-out phases

III. BASIS OF COMPENSATION:

Based on the Scope of Work to be rendered the proposed fee for services is a lump-sum fix fee of One Hundred Forty-Four Thousand One Hundred Fifty-Six Dollar and 25/100 ($ 144,156.25) per breakdown:

Discipline	Fee
Landscaping	$ 1,200
Interiors	$ 1,800
Civil Engineering	$ 5,000
Building Engineering (M, E, P, FP)	$ 28,500 (See attached)
Aquatics Design	$ 15,000
Structural	$ 10,000
Total	$ 61,500
Consultant Markup x 1.1	$ 6,150
Total	$ 67,650
Architectural	$126,000
Adjusted Construction Administration	$ 50,000
Adjusted Close-out Documents	$ 12,500
Grand Total	$ 256,150
Remaining CA and CO Fee	($ 111,993.75)
Additional Service Fee Request	$ 144,156.25

Attachment: Letter Proposal Lumpkin County - Recreation Center and Waterpark - Additional Service Request #3 - 6.2.22 (2022-039 : Additional

Phases/Percentages of Compensation Adjustment:

Phase	Original Fee Remaining	New Adjusted Fee
Construction Documents	-	$ 173,650
Permitting	-	$ 10,000
Bidding	-	$ 10,000
Construction Administration	$ 89,595	$ 50,000
Closeout	$ 22,398.75	$ 12,500
Total	$ 111,993.75	$ 256,150

IV. REVISED SCHEDULE:

Based on the Scope of Work to be rendered the schedule shall be modified as follows:

Phase	Anticipated Duration
Construction Documents	2-1/2 months
Permitting	1 month
Bidding	1 month
Construction	12 months
Close-out	1 month

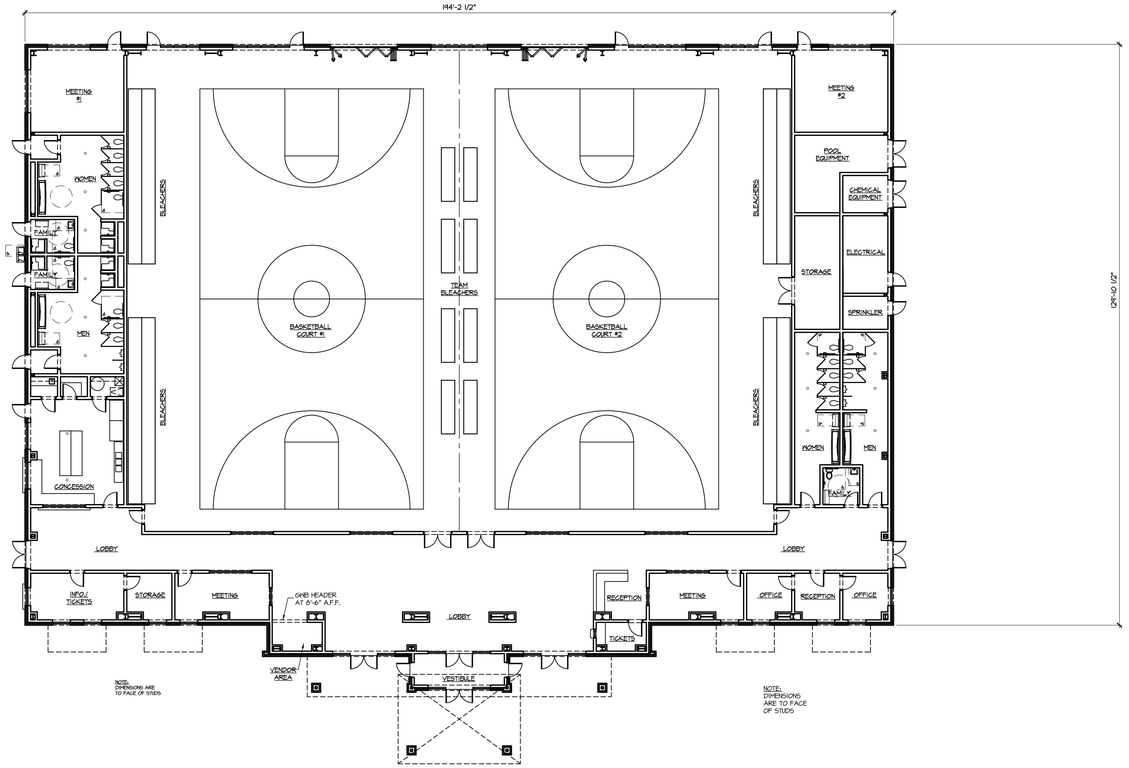
Note: Exact dates are to be coordinated with Construction Manager upon agreement approval to align with Master Project Schedule

If you are in agreement with the request please sign and return one copy for our files.
Please contact me with any questions

Sincerely,

Architecture Unlimited, PLLC		Lumpkin County	
Jeff Sherer	6/2/22		
Jeff Sherer, NCARB	Date	Owner	Date

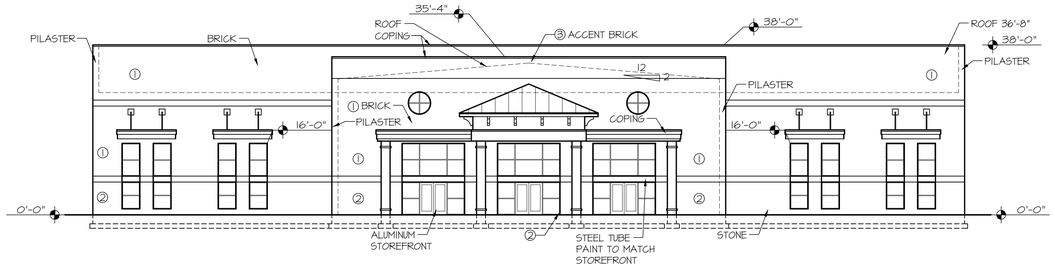
Attachment: Letter Proposal Lumpkin County - Recreation Center and Waterpark - Additional Service Request #3 - 6.2.22 (2022-039 : Additional



PLAN NORTH

SCALE: 1/16"= 1'-0"

FLOOR PLAN (2)



NOTES:
1. DIMENSIONS ARE TO TOP OF MASONRY ABOVE FLOOR 0'-0"
2. MORTAR SHALL BE ONE COLOR
3. C.J. = BRICK CONTROL JOINT 10/A501
4. ELEVATION 0'-0" IS FLOOR LEVEL (NOT GRADE)
5. SEE 9/A501 FOR BRICK CONTROL JOINT DETAIL

SCALE: 1/16"= 1'-0"

FRONT EXTERIOR ELEVATION (1)

ARCHITECTURE unlimited

110 MATTHEWS STATION STREET
SUITE 2J
MATTHEWS, NC 28105
Office: 704.246.7006
Mobile: 704.451.7436

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Seal

Construction Documents

LUMPKIN RECREATION CENTER

215 PINETREE WAY
DAHLONEGA, GA 30533

FLOOR PLAN & FRONT ELEVATION

PROJECT MANAGER:
JEFF SHERER
DRAWN BY:
DH / KL
REVISIONS
No. ____ Date ____
No. ____ Date ____
No. ____ Date ____
No. ____ Date ____
No. ____ Date ____

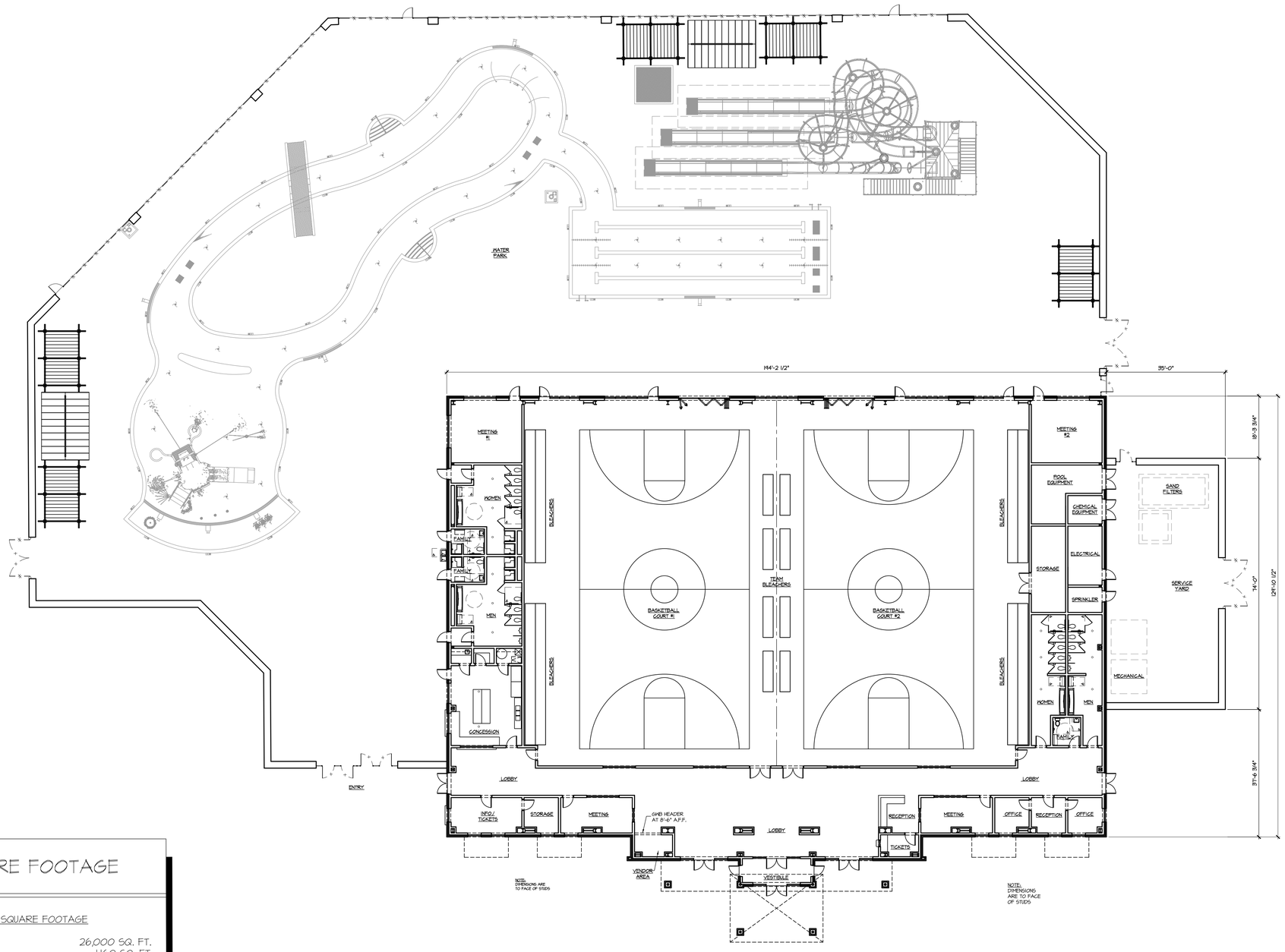
Issue Date: 5/27/2022

Project Number: 20-022-01

Sheet Number:

A101

Attachment: Lumpkin Recreation Center_5.27.22 (2022-039 : Additional Design Services - Architecture Unlimited)



SQUARE FOOTAGE

OVERALL BUILDING SQUARE FOOTAGE

BUILDING	26,000 SQ. FT.
FRONT CANOPY	1,160 SQ. FT.

PLAN NORTH

SCALE: 3/32"= 1'-0"

FLOOR PLAN (1)

ARCHITECTURE unlimited

110 MATTHEWS STATION STREET
SUITE 2J
MATTHEWS, NC 28105
Office: 704.246.7006
Mobile: 704.451.7436

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Seal

Construction Documents

LUMPKIN RECREATION CENTER

215 PINETREE WAY
DAHLONEGA, GA 30533

OVERALL FLOOR PLANS

PROJECT MANAGER:
JEFF SHERER
DRAWN BY:
DH / KL
REVISIONS
No.____ Date _____
No.____ Date _____
No.____ Date _____
No.____ Date _____
No.____ Date _____

Issue Date: 5/27/2022

Project Number: 20-022-01

Sheet Number:

A102

Attachment: Lumpkin Recreation Center_5.27.22 (2022-039 : Additional Design Services - Architecture Unlimited)

Lumpkin County, Georgia

Board of Commissioners Department

Date: June 28, 2022

Agenda Item: City Annexation of Crown Mountain Estates Subdivision Section 2

Item Description: City Annexation of Crown Mountain Estates Subdivision Section 2

Attachments:
05.13.2022 Crown Mountain Estates Subdivision Annexation Notice

MAIN STREET
NATIONAL TRUST
Historic Preservation

DAHLONEGA
EST. 1833
FIRST MAJOR U.S. GOLD RUSH

PRESERVE AMERICA
Explore and Enjoy Our Heritage

May 13, 2022

Via Certified Mail #: 7017 1450 0000 3399 5769
The Board of County Commissioners of Lumpkin County
99 Courthouse Hill
Suite H
Dahlonega, Ga 30533

Dear Commissioners:

Please be advised that the City of Dahlonega, Georgia, by the authority vested in the Mayor and the Council of the City of Dahlonega, Georgia by Article II of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Dahlonega, in accordance with the O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A. § 36-36-111.

"TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 933 AND 934 OF THE 12TH DISTRICT, 1ST SECTION OF LUMPKIN COUNTY, GEORGIA AND BEING LOT 5, SECTION 2 OF THE CROWN MOUNTAIN ESTATES SUBDIVISION, AS THE SAME IS MORE FULLY SHOWN AND DELINEATED BY PLAT OF SURVEY PREPARED BY FARLEY-COLLINS AND ASSOCIATES, REGISTERED SURVEYORS, A COPY OF SAID PLAT BEING RECORDED IN PLAT BOOK, PAGE 275 OF THE LUMPKIN COUNTY RECORDS AND THE SAME IS INCORPORATED HEREIN BY REFERENCE FOR A MORE FULL AND COMPLETE DESCRIPTION.

SUBJECT TO DECLARATION OF PROTECTIVE COVENANTS AS THE SAME APPEAR OF RECORD IN LUMPKIN COUNTY DEED RECORDS.

MINERALS, MINERAL INTEREST AND MINING PRIVILEGES HAVE BEEN PREVIOUSLY RESERVED AND DO NOT CONSTITUTE A PORTION OF THIS INSTRUMENT.

PARCEL ID: 602B 086"

Certified City of Ethics

Attachment: 05.13.2022 Crown Mountain Estates Subdivision Annexation Notice (3413 : City Annexation of Crown Mountain Estates

It is the desire to annex approximately 1.2 acres into the city. This property can also be identified as Tax Map 062B Parcel 086. The requested zoning district classification is R-1. The property if annexed, will be zoned R-1 Residential (single family residence).

Pursuant to O.C.G.A § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Dahlonega, care of Bill Schmid, City Manager, in writing and certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. § 36-36-4 a public hearing before the City Council on zoning of the property to be annexed as R-1 will be held on the 20th day of June, 2022. If the county has an objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the Planning and Zoning Administrator of the City of Dahlonega within thirty (30) calendar days of the receipt of this notice.

Sincerely,

By: _____
Bill Schmid, City Manager

Attachment: 05.13.2022 Crown Mountain Estates Subdivision Annexation Notice (3413 : City Annexation of Crown Mountain Estates

Lumpkin County, Georgia

Public Works Department

Date: June 28, 2022

Agenda Item: Amend 2019 TSPLOST 2022 Work Plan - Redecking Bridges in Yahoola Creek Park Request

Item Description: 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.

Facts & Historical Information: In 2001 to 2003, four bridges were installed in Yahoola Creek Park. These bridges are bailey bridges with wooden decking. In March of 2013, the 2 bridge that carry vehicles were redecked and neither of the foot traffic bridge have been redecked since they were installed. For the last few years, Park and Rec staff has been replacing decking boards on an as needed basis. The decking consists of two layers of 2x6 treated lumber. The bottom layer runs perpendicular to traffic and is spaced at 9" on center. The top layer runs parallel to the bridge span. Both layers are in need of replacement on all 4 bridges. Staff has estimated the cost of materials to redeck the bridges and disposal of old decking at $8,000 each, totaling $32,000 to redeck all four. Staff intends to use county forces to complete the work. Staff is requesting that the BOC approve an increase of $32,000 to the Bridge Repairs & Maintenance line item of the 2022 TSPLOST work plan to redeck the bridges.

Potential Courses Of Action:

A) Approve a $32,000 increase in bridge budget to redeck all 4 bridges.
B) Approve a lesser increase to redeck some of the bridges this year
C) Do not approve the increase to 2022 work plan.

Budget Impact: There were no funds budgeted for bridge repairs in 2022. The TSPLOST Bridge Repairs & Maintenance line item would require an increase to $32,000 to fund the redecking.

Staff Recommendation: **It is staff's recommendation that the BOC approve COA A): Give approval to staff to purchase the materials and start the redecking project this year.**

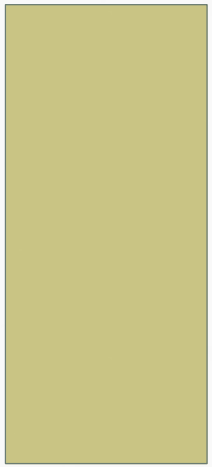
Attachments:
materials cost 5-17-22
Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4 proposed amendment 06.07.22

	bridge decking cost estimate			
item	units	amount	unit rate	total
decking runners 2x6x16	ea	140	$ 21.00	$ 2,940.00
2x6x12	ea	300	$ 15.00	$ 4,500.00
#9x2 1/2 lbs	lbs	60	$ 4.20	$ 252.00
disposal	tons	7.3	$ 45.00	$ 328.50
			total per bridge	$ 8,020.50
			4 bridges	$ 32,082.00

Attachment: materials cost 5-17-22 (3419 : Amend 2019 TSPLOST 2022 Work Plan - Redecking Bridges in Yahoola Creek Park Request)

LUMPKIN COUNTY
2019 T.S.P.L.O.S.T.

2022 WORK PLAN
JUNE 7, 2022



Attachment: Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4 proposed amendment 06.07.22 (3419 :

ROAD MAINTENANCE AND IMPROVEMENT TAX
2019 REFERENDUM STATEMENT

"Shall a special one percent sales and use tax be imposed in the Special District of Lumpkin County for a period of time not to exceed five (5) years and for the raising of an estimated amount of $15,000,000 for transportation purposes?

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Lumpkin County in the principal amount of $11,910,000 for the purpose of funding County Projects, a joint County Project and City Project, capitalized interest on the debt and the costs of issuing the debt.

If the imposition of the tax is approved by the voters in the City of Dahlonega, such vote shall also constitute approval of the issuance of general obligation debt of the City of Dahlonega in the principal amount of $2,160,000 for the purpose of funding City Projects, capitalized interest on the debt and the costs of issuing the debt."

Attachment: Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4 proposed amendment 06.07.22 (3419 :

2019 T.S.P.L.O.S.T. PROJECTS

A1 Joint – Lumpkin County & City of Dahlonega

B1 Roads and Bridges – Paving, Striping, Maintenance, Construction & Improvements

B2 Road Maintenance Equipment

Attachment: Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4 proposed amendment 06.07.22 (3419 :

LUMPKIN COUNTY 2019 T.S.P.L.O.S.T.

• 2019 TSPLOST Referendum	$15,000,000
• Joint Project	$ 4,000,000
• Lumpkin County Share	$ 8,690,000
• City of Dahlonega Share	$ 2,310,000
• Program to Date Collections	$11,973,319
• Remaining Collections (estimated)	$ 3,026,681
• Pro-rata 2019 TSPLOST Collections	$11,973,319
• Joint Project	$ 3,193,284
• Lumpkin County Share	$ 6,936,144
• City of Dahlonega	$ 1,843,891

Attachment: Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4 proposed amendment 06.07.22 (3419 :

2019 T.S.P.L.O.S.T. EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 4 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1 (6 mo.)	2019	$ 1,112,425	Actual
YR2	2020	$ 2,316,280	Actual
YR3	2021	$ 2,781,810	Actual
YR4	2022	$ 2,479,485	Estimated
YR5	2023	$ 0	Estimated
YR6 (6 mo.)	2024	$ 0	Estimated
TOTAL		$ 8,690,000	

Attachment: Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4 proposed amendment 06.07.22 (3419 :

2019 T.S.P.L.O.S.T. PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Joint Project	$4,000,000
B1	Roads & Bridges – Paving, Striping, Maintenance, Construction & Improvements	$6,844,3000
B2	Road Maintenance Equipment	$1,845,700
Total Projected 2019 TSPLOST Program		$12,690,000

Attachment: Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4 proposed amendment 06.07.22 (3419 :

2019 T.S.P.L.O.S.T. PROGRAM – PROPOSED YR4 – 2022 PROJECTS

Proposed Projects	Expended PTD	Encumbered	2022 Requests	**2022 Approved**
A1 – Joint Project	1,124,500	429,457		
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements	3, 116,167			
Aquatic Center loop road construction	203,929	610,071		
Pinetree Way/Morrison Moore Pkwy intersection improvements and roundabout			1,000,000	1,000,000
Road Resurfacing			1,200,000	1,200,000
Gravel, stone, & asphalt; culvert pipe; road signs; supplies			225,000	225,000
Yahoola Creek Park bridges resurfacing (4)			32,000	
B2 – Road Maintenance Equipment	964,854	111,097		
Communications System			100,000	100,000
Radar Speed Signs (6)			22,330	
Totals	**5,110,738**	**2,164,853**	**2,579,330**	**2,525,000**

Projected Collections by the end of 2022 (Year 4) - $12,690,000

Total Expended, Encumbered, & Requested through 2022 (Year 4) - $9,800,591

Attachment: Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4 proposed amendment 06.07.22 (3419 :

DISCUSSION

Attachment: Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4 proposed amendment 06.07.22 (3419 :

Lumpkin County, Georgia

Public Works Department

Date: June 28, 2022

Agenda Item: Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request

Item Description: 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.

Facts & Historical Information: On May 9, 2022 Lumpkin County staff meet with a representative of the Radarsign company. As a result of this meeting, staff asked for a quote to be given for 6 signs (4-TC400 temporary and 2-TC600 permanent). Staff is recommending that a permanent sign be placed at each entrance to Yahola Creek Park. The temporary signs will be used on various county roads to help slow speeding. These signs can be attached and locked to any sign post. Both the permanent and temporary signs will record traffic data that can be used in completing an Engineering and Traffic Investigation report (ETI) needed to set a speed limit on roads. Frequently, staff from both Public Works and the Sherriff's Department receive speeding complaints. The placement of these signs will reduce speeds, give a record of the peak and average speed of each vehicle as well as the time of day that speeding is most prevalent. This will allow law enforcement to better target speeding problem areas and reduce the number of man hours used on speeding complaints.

Potential Courses Of Action:

A) Approve an increase in the sign budget to purchase 6 signs
B) Approve a lesser increase to purchase less signs
C) Do not approve the purchase.

Budget Impact: The 2022 budget for road signs is $15,000. The cost of the proposed 6 signs is $22,330.

- 2- TC600S @ $3,865.35 ea.
- 4- TC400W @ $3,649.83 ea.

The TSPLOST sign budget line item would require an increase to $37,330 to fund the current road sign needs and the requested radar speed signs.

Staff Recommendation: **It is staff's recommendation that the BOC approve COA A): Give approval to staff to purchase 6 radar speed signs this year.**

Attachments:
Radarsign quote
brochure

radarsign
MAKING ROADS SAFER

Quotation

Date: 5/9/2022

1220 Kennestone Circle
Suite 130
Marietta, GA 30066

PROPOSED BY:
Name: Anna Duckworth
Phone: (678) 965-4814 Ext. 120 M: 470-577-4982
Email: aduckworth@radarsign.com

Cloud Admin:
Phone:
Email:

PROPOSED TO / BILL TO:	SHIP TO:	
Lumpkin County	Lumpkin County	Account
		Address
		City, ST, Zip
(706) 482-2586	(706) 482-2586	Phone
Larry.Reiter@LumpkinCounty.GOV	Larry.Reiter@LumpkinCounty.GOV	Email
Larry Reiter	Larry Reiter	Attention

P. O. NUMBER	TERMS

LINE #	QTY	PART #	DESCRIPTION	PRICE EACH	TOTALS
1	2	TC-600S	**Solar Power Radar Sign 13" Full Matrix Display: speeds readable at 600 feet**	$3,595.00	$7,190.00
			13" LED display - superbright amber with est. 100,000 hour life	Included	
			AA003: Solar panel pole mounting bracket	Included	
			Two 12V 18 amp hour AGM batteries, provides up to 12 days backup operation	Included	
			K Band radar, meets FCC Part 15 rules, detection range up to 1200 feet	Included	
			"SLOW DOWN" & "TOO FAST" speeder alert messages, plus 3 levels of flashing speeds	Included	
			3/8" thick Bashplate™ (provides the ultimate in vandal protection of sign)	Included	
			Standard timers allow up to 5 settings per day	Included	
			Possum Switch' allows sign to go dark for 30 minutes if assaulted with force	Included	
			Wi-Fi wireless transmitter, communication range up to 300 feet, No internet required	Included	
2	2	AA063	Universal Pivot Pole Mount Bracket set (includes tilt feature) TC-600 only	Included	
3	2	RS019	Standard faceplate, 28" x 33", 4" lettering: (White RS019, Fl. Yellow/Green RS020, Orange RS021, or Yellow RS022) & hardware kit (AA062)	Included	
4	2	AA073	Optional Heavy Duty Lock for Universal Pivot Bracket (TC-600, 800, 1100)	$20.00	$40.00
5	2	AA061	Optional simulated camera flash & white strobe	$90.00	$180.00
6	0	AA068	Optional Smiley face message	$90.00	$0.00
7	0	AA069	Optional Left/Right chevrons alert	$90.00	$0.00
8	0	AA070	Optional **SHARP CURVE** message alert	$90.00	$0.00
9	0	AA071	Optional **FINE $xxx** alert	$90.00	$0.00
10	0	AA083	Optional **SCHOOL ZONE** message alert	$90.00	$0.00
11	0	EC091	Optional Relay Switch (AC or DC) triggers external devices, or external device triggers radar sign	$90.00	$0.00
12	2	SS002	Optional: StreetSmart Data Collection Lifetime license (per sign) 35 charts, graphs, and tables included. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. **No recurring fees.** Required to access traffic data.	$275.00	$550.00
13	2	AA041	50 watt solar panel, standard (includes AA003 mounting bracket)	Included	$0.00
14	2	RW002	Two year warranty (includes parts & labor, and backup batteries)	Included	
15	2	SHPK	Ground Shipping for TC-600S with solar panel	$145.00	$290.00
16	4	TC-400	**Modular Battery Power Radar Sign - 11" Display**	$2,895.00	$11,580.00
			11" LED display area - superbright amber with est. 100,000 hour life	Included	
			RB034 Two 12V 20 amp hour Lithium Iron batteries, provides +/- 14 days operation	Included	
			AA080 AC battery charger (8-10 hours for full charge)	Included	
			K Band radar, meets FCC Part 15 rules, detection range up to 1200 feet	Included	
			RS010 24"w x 21"h YOUR SPEED faceplate with 3" lettering on one line, white reflective	Included	
			Battery Housing (field accessible to swap batteries), holds 2 battery packs, lock included	Included	
			AA044 Universal GoBracket mount accepts bolting, banding or strapping to existing poles	Included	
			Bashplate (provides the ultimate in vandal protection of sign)	Included	
			Standard timers allow up to 5 settings per day	Included	
			Possum Switch' allows sign to go dark for 30 minutes if assaulted with force	Included	
			Wi-Fi wireless transmitter, communication range up to 300 feet, No internet required	Included	
17	4	TC-400W	Optional White strobe / simulated camera flash alert (1 strobe max. per TC-400)	$90.00	$360.00
18	4	AA044	Additional Universal Mount 'Go' Bracket	$50.00	$200.00
19	8	RB-034	Additional 20 Amp/Hour battery (provides +/- 7 days of operation on a full charge)	$245.00	$1,960.00
20	4	SS002	Optional: StreetSmart Data Collection Lifetime license (per sign) 35 charts, graphs, and tables included. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. **No recurring fees.** Required to access traffic data.	$275.00	$1,100.00
21	4	RW002	Two year warranty (includes parts & labor) Turnaround time to repair after receipt, 10 business days	Included	
22	4	SH002	Ground Shipping for TC-400	$95.00	$380.00
23	1	-	**Multi-Sign Discount**	($1,500.00)	($1,500.00)

Minimum re-stock fee: 15%
*** Quote valid for 30 days. Pricing does not include any international taxes, fees, or duties.**

	TOTAL US$	$22,330.00
Sales Tax Rate:	0.000%	$0.00
	Grand Total:	$22,330.00
		TOTALS

US State sales tax must be collected unless you provide a sales tax exempt form.

Authorized Signature

Print Name/Title

Date

Certified Quality System ISO 9001:2015

100% MUTCD Compliant Radar Speed Signs

Proudly Engineered & Manufactured in the

Attachment: Radarsign quote (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

radarsign

In 2004, Atlanta-based Radarsign® established new industry standards for traffic calming solutions with the debut of the **world's first armored radar speed signs**, which are vandal, weather, and bullet-resistant. Our radar speed signs, the most durable in the industry, are also the most ecological and energy efficient.

Radarsign Brand products are ISO certified, 100% MUTCD-compliant, and utilize recycled aluminum, innovative LED reflector technology, minimal battery power and solar panels to deliver bright, easy-to-read feedback to drivers. And, Radarsign products are scientifically proven to reduce drivers' speeds.

What Our Customers Are Saying About Us

"The signs have been really great. They have increased public awareness and goodwill. We have seen a real improvement in our traffic situation. Roughly 80% of local people and 70% of those passing through are slowing down now."
- Ted Beck, City of Dupuyer – Dupuyer (MT)

"We really like the analytics aspect of the sign. It's the most important feature to us. The sign helps us to better utilize our resources. Knowing when the peak of the speeding problem is occurring and being able to put officers there during that time to enforce the speed limit is very helpful."
- Deputy Chief Adam Bogart, City of Channahon Police Dept. – Channahon (IL)

"We looked for alternatives to our old speed trailer, we liked the Radarsign TC-400 because it could fit in the back seat of the patrol car and be relocated so easily...The signs definitely slow down the speeders. They 100% work."
- Sgt. Kyle Girard – Town of Rotterdam Police Dept.- Rotterdam (NY)

"Since deploying the signs, we have gotten incredibly positive feedback from the community and members of our neighborhood watch…The size and portability were the important factors, but we also found it was well designed and effective."
- Mike Radzik, Director of the Office of Community Standards – Town of Ypsilanti -Ypsilanti (MI)

"We have traffic calming projects in different areas. We wanted to see if feedback signs would drive down speeds. And, so far, the results have been good. We are planning to get two more...We looked at Radarsign and a competitor. The prices were similar, but the Radarsign seemed more durable and offered more features. They are well made."
- David Nunn, City Manager -City of Madison-Madison (GA)

"The signs are a reminder to residents to keep their speed in check, and it is a reminder that the town board is looking out for their safety."
- David Shaw, Administrator/City Clerk—Town of Middleton -Verona (WI)

"They just work. We don't have to do anything with them. We don't have to worry about them. When so many things tend to break, we can count on the signs. They have been a real asset to us."
- Alex Wilmer, Town of Bridgewater – Bridgewater (VA)

"I am very pleased with compactness, weight, and battery life of the TC-400 and its overall capabilities. They are most definitely effective in slowing traffic…The traffic data is very useful, especially when there are exaggerated claims of excessive speeding, like 55 in 25 mph zone."
- Sgt. Thomas R Murray III, Traffic Safety Bureau – City of Princeton- Princeton (NJ)

We really like the analytics aspect of the sign. It's the most important feature to us. The sign helps us to better utilize our resources. Knowing when the peak of the speeding problem is occurring and being able to put officers there during that time to enforce the speed limit is very helpful.
- Deputy Chief Adam Bogart, City of Channahon Police Dept. – Channahon (IL)

radarsign

Table of Contents

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radarsign AMERICA'S SCHOOL ZONE SAFETY PARTNER

Certified Quality System ISO 9001:2015

100% MUTCD Compliant Radar Speed Signs

Proudly Engineered & Manufactured in the USA

Radarsign is a federally approved contractor in the SAM database CAGE CODE: 583U5

Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

radarsign MAKING ROADS SAFER	Pg. 8	Pg. 6		Pg. 9	
Radarsign Model	**TC-400**	**TC-600A**	**TC-600S**	**TC-1000A**	**TC-1000S**
LED Display Size	11" (28 cm)	13" Full Matrix (33 cm Full Matrix)		17" (43 cm)	
Display readability	450 feet (137 meters)	600 feet (180 meters)		1000 feet (305 meters)	
YOUR SPEED Faceplate	24"W x 21"H (60.9 cm W x 53.3 cm H)	28"W x 33"H 71.1 cm W x 83.3 cm H)		36"W x 44"H 91.4 cm W x 111.8 cm H)	
Ideal for roads w/traffic speeds of	5-55 mph (8-88 kph)	5-70 mph (8-112 kph)		40-95 mph (64-152 kph)	
Speed Violator Alert(s)	Flashing speed	Flashing speed, SLOW DOWN, TOO FAST		Flashing speed, SLOW DOWN	
Optional Alert Choices	—	Sharp curve, chevrons, smiley face, fine alert, red/blue strobe, simulated camera flash & white strobe		—	
Power Source	Battery	AC	Solar	AC	Solar
Operation	+/-2 weeks on 2 fully charged batteries	Operates 24/7 w/ AC power supply	Operates 24/7 with solar power supply; +/-2 weeks back-up on fully charged batteries	Operates 24/7 w/ AC power supply.	Operates 24/7 with solar power supply; +/-2 weeks back-up on fully charged batteries
Batteries	Includes two 12-volt, 18 A/H Ni-MH battery packs & battery charger	—	Includes two 12-volt, 18 A/H AGM batteries	—	Includes two 12-volt, 18 A/H AGM batteries
Mounting	Portable Pole Mount	Pole Mount		Pole Mount	
Wi-Fi Enabled	✓	✓	✓	✓	✓
OTA (over the air) updates	✓	✓	✓	✓	✓
Possum Switch	✓	✓	✓	✓	✓
Daily Timers	✓	✓	✓	✓	✓
Two-year warranty on parts/labor	✓	✓	✓	✓	✓
Options	**TC-400**	**TC-600A**	**TC-600S**	**TC-1000A**	**TC-1000S**
Hyper-Alerts™	—	✓	✓	—	—
Safety in a Box	—	✓	✓	✓	✓
Mobile Patrol Stand	✓	✓	✓	—	—
Trailer Hitch Mount	✓	—	—	—	—
Advanced Scheduler	✓	✓	✓	✓	✓
Traffic Data Reporting: StreetSmart Software	✓	✓	✓	✓	✓
Radarsign Cloud Safety Management	—	✓	✓	✓	✓
Relay Switch	—	✓	✓	✓	✓

Radar Speed Sign Features

Standard Features on ALL MODELS:

Standard Programming
- Setup functions: Easy to follow menu, no mechanical switches to operate
- Daily timers: Allow 4 on/off timer settings per day, also by day of week. Settings allow lower speed limits for school zone times and for late night display shutoff.
- Stealth mode: Display on-off feature allows traffic data collection continue even when the display is off
- "Possum Switch" activation feature allows the sign to "play dead" for 30 minutes if attacked with force
- Maximum speed cutoff: Prevents unwanted high speed displays; up to 99 mph; discourages "racing" of sign. Choice of flashing matrix, or LED display cutoff.

Directional Beam Technology:
- Delivers a higher quality display for drivers, even in bright sunlight
- Radarsign's proprietary design includes LED cones, magnifying the intensity of the light
- Delivers exceptional visibility by pinpointing light directly to the view of approaching drivers
- Automatically adjusts the intensity of LEDs to ambient light conditions for maximum visibility

Durable Design:
- Heavy-duty aircraft aluminum housing
- Thick armored Bashplate© and polycarbonate cover protect the LEDs and internal components from abuse, vandalism and weather
- Makes Radarsign products the most vandal resistant signs available on the market today; Even 40 caliber bullets fired from point blank range did not penetrate the Bashplate©, preventing internal damage to the sign.

Radar Sensor Range:
- Detects vehicles up to 1200 feet

Wi-Fi Enabled:
- Allows for quick and easy sign operation/data download from most web enabled devices
- Speed is 10x faster, and has 10x the range of Bluetooth
- Uses no proprietary "app" to communicate with the radar speed sign
- WPA2 encrypted security; Password protected
- Connection range up to 300 feet from the sign

OTA Software Updates (over the air):
- Allows the wireless delivery of software updates and upgrades directly to the radar speed sign from your smart phone, tablet, or laptop

Optional Data Reporting and Scheduling Features:

Traffic Data Reporting with StreetSmart
- Traffic data reporting software to report, organize and analyze speed and traffic data. The information collected by the radar speed sign is loaded into Excel™ ready .csv files, and can generate 35 charts and graphs.

Advanced Scheduler:
- Year long calendar allows scheduling by date

Warranty:
- Two year warranty on parts and labor including batteries (1 year on battery packs with the TC-400)
- Exceptions: Does not cover malicious abuse, theft, or damage due to unauthorized modification. Optional third year warranty extension available.

Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

TC-600 Full Matrix Radar Speed Sign with 13" LED Display

TC-600A: AC Powered Radar Sign

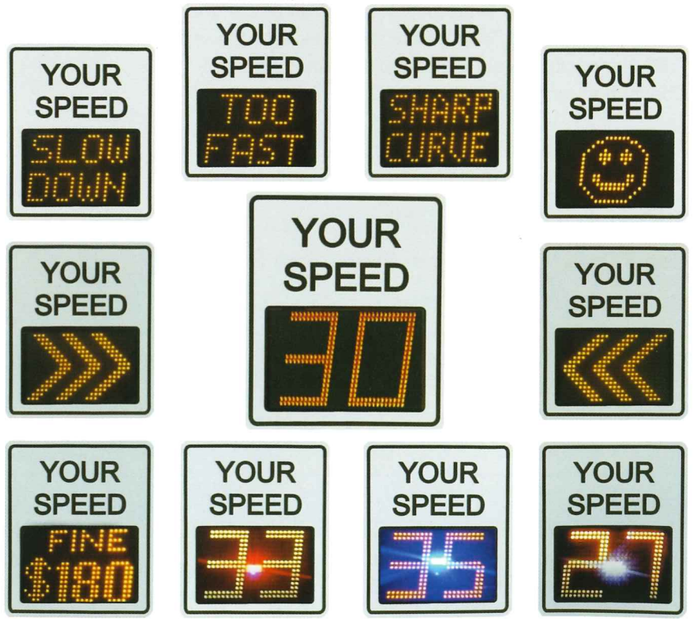
- Operates 24/7 with AC power supply
- Hard wire to 100V-240V power supply

TC-600S: Solar Powered Radar Sign

- Provides years of uninterrupted service
- Operates up to 2 weeks on fully charged back-up batteries
- Low battery cut-off feature provides intelligent battery management
- Includes 46 watt solar panel standard (65 watt optional), and two 12-volt,18 A/H AGM batteries

TC-600 Key Features

- 28"W x 33"H YOUR SPEED faceplate with 4" high lettering; Available in white, fluorescent yellow/green, safety orange, and yellow
- MUTCD compliant colors and reflectivity
- 2 digit, 13" high super bright amber full matrix LEDs
- Easily readable up to 600 feet
- Ideal for roads with traffic speeds of 5-70 mph
- Standard alerts include:
  - Slow flash or fast flash of actual speed
  - SLOW DOWN message
  - TOO FAST message
- Optional alert choices:
  - SHARP CURVE
  - Chevrons (right or left facing)
  - Smiley face
  - Fine alert
  - Red/blue strobe (alternating) *(part # AA064)*
  - Simulated camera flash and white strobe *(part # AA061)*
- Display speed & word message alerts alternately or individually, based on speed settings
- Stainless steel mounting hardware included for poles up to 4.5" OD (specify size)



See page 4 comparison chart for more features and options

Hyper-Alerts ™ Compact Flash Technology

Hyper-Alerts™ are compact clusters of LED lights built right into the "Your Speed" faceplate of the TC-600 model, delivering a significantly more compact solution than traditional beacons. By clustering the LEDs into a smaller footprint, the same light from a typical flasher becomes an urgent notification for the driver.

Raised Awareness

The LED clusters deliver the same luminescence as a 12" beacon, only in a more compact surface. This results in an "*impossible to ignore alert"* even 1000 feet from the sign.

Cost Effective

Instead of having to choose between flashing beacons or a radar speed sign, now you can have both alerts for slightly more than the price of either one. The LED clusters are built right into the YOUR SPEED faceplate (30"W x 36H"), resulting in a more compact system that is far easier to install. This upgrade offers a cost-effective solution to provide the maximum traffic calming effect on speeding drivers.

Application

Perfect for use in pedestrian-heavy environments such as school zones, business campuses, military bases and anywhere else there is an urgency to slow drivers.

Design

- Industrial construction with sleek design is in stark contrast to the individual, bulky, piece-meal look of traditional beacons
- Dual high-intensity amber LED clusters
- Meets ITE guidelines for brightness use in school zones
- LED luminosity: 3000 mcd minimum – 12000 mcd maximum
- 68 LEDs per alert, highly viewable at 1000 feet
- Flash patterns: MUTCD standard 60 fpm, Wig-Wag (alternating); Custom patterns available

Scheduling Flexibility

- Hyper-Alerts™ can be activated based on time of day, by speed, or by both
- Programmable for an entire year in advance, by date and time, using our Advanced Scheduler (optional)

Solar Power Output with Hyper-Alert™ Option

- 46/65 watt solar panel for maximum 4 hour daily operation, weekdays (larger panel for higher volume roads, and colder climates)
- 90 watt for maximum 10 hour daily operation, weekdays (larger panel for higher volume roads, and colder climates)
- 120 watt for 24/7 continuous operation

Part # RS027: Hyper Alert Speed Sign, TC 600, White, 36" x 30" with beacons
Part # RS028: Hyper Alert Speed Sign, TC 600,Yellow/Green 36" x 30" with beacons
NOTE: *Hyper-Alert option must be ordered with a TC-600 radar speed sign*

The Hyper-Alert option is available on a new TC-600 sign, or as a retrofit of an existing sign; Existing sign must be returned to Radarsign for the retrofit.

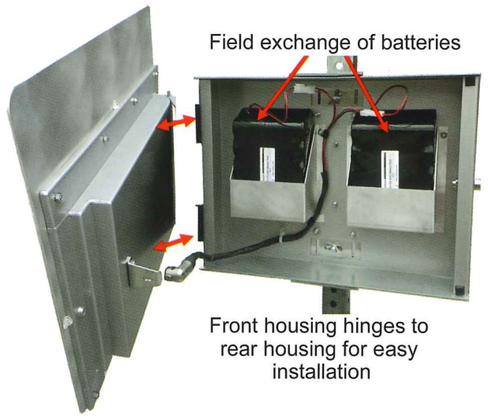
Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

TC-400 Portable Radar Speed Sign with 11" LED Display

TC-400 Key Features

- 24"W x 21"H YOUR SPEED faceplate with 3" high lettering. Available in white (TC-400), fluorescent yellow/green (TC-400 Y/G), safety orange (TC-400-OR), and yellow (TC-400 Y)
- Manufactured with highest grade reflectivity backing
- 2 digit, 11" high super bright amber LEDs
- Easily readable up to 450 feet
- Ideal for roads with traffic speeds of 5-55 mph
- Speed violator alerts include slow flash and fast flash of actual speed
- Portable: radar speed sign housing weighs only 26 lbs. without batteries
- Modular design allows the front and rear housing to detach from each other
- Runs for +/- 2 weeks on two fully charged battery packs; 24 hour recharge period
- Field exchange of batteries allows for multi-month usage
- Easily transportable; fits in any trunk
- Universal mounting bracket allows strapping, banding, pipe clamps, or bolting to any size/style of pole
- Installs in just a few minutes with multiple mounting brackets in place; NO TOOLS REQUIRED to move sign from bracket to bracket

Exceptional visibility



Field exchange of batteries

Front housing hinges to rear housing for easy installation

Compact, modular design with front housing hinged to rear housing; Sign locks for security.

See page 4 comparison chart for more features and options

TC-1000 Radar Speed Sign with 17" LED Display

TC-1000A: AC Powered Radar Sign

- Operates 24/7 with AC power supply
- Hard wire to 100V-240V power supply

TC-1000S: Solar Powered Radar Sign

- Provides years of uninterrupted service
- Operates up to 2 weeks on fully charged back-up batteries
- Low battery cut-off feature provides intelligent battery management
- Includes 65 watt solar panel and two12-volt,18 A/H AGM batteries

TC-1000 Key Features

- 36"W x 44"H YOUR SPEED faceplate with 6" high lettering; Available in white, fluorescent yellow/green, and yellow
- MUTCD compliant colors and reflectivity
- 2 digit, 17" high super bright amber LEDs
- Easily readable up to 1000 feet
- Ideal for roads with traffic speeds of 40-95 mph
- Speed violator alerts include:
  - Slow flash or fast flash of actual speed
  - SLOW DOWN message
- Display speed and word message alerts alternately or individually, based on speed settings
- Stainless steel mounting hardware included for poles up to 4.5" OD (specify size)

See page 4 comparison chart for more features and options

Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

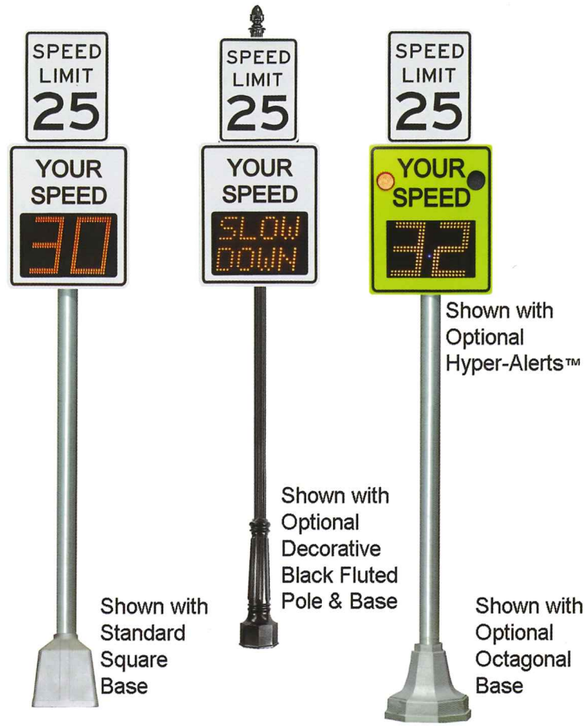
Radar Speed Sign Bundles

Safety in a Box (SIB)

All inclusive package with everything needed for installation except the shovel and concrete.

Safety in a Box Includes:

- TC-600S solar radar speed sign with 13" full matrix LED display (AC power optional)
- 28"W x 33"H YOUR SPEED faceplate with 4" high lettering; available in white, fluorescent yellow/green, safety orange and yellow
- 46 watt solar panel standard (65 watt optional), and two 12-volt, 18 A/H AGM batteries
- Regulatory speed limit sign (24W" x 30"H) and sign extender bracket set; Choose from 10,15, 20, 25, 30, 35, 40, or 45 MPH.
- Stainless steel mounting hardware included for poles up to 4.5"OD
- Concrete form for the pole base; includes mounted anchor bolts and rebar (aluminum pole only)
- 12 ft. aluminum pole with square breakaway base and pole cap (crash test certified). Optional octagonal base is available. *(Part # RH006; See pg.18)*
- Optional decorative black pole is available *(Part # RH017; See pg.18)*
- Wi-Fi enabled: allows for quick and easy sign operation/data download from most web enabled devices. WPA2 encrypted security; Password protected.
- Streetsmart traffic data reporting software license
- Also available with:
  - TC-1000 radar speed sign *(See pg.9)*
  - Hyper-Alerts ™ option: Compact clusters of LED lights built right into the "Your Speed" faceplate of the TC-600 model . *(See pg.7)*

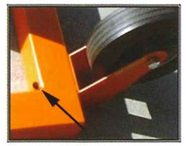


Part #	Radar Speed Sign Bundles

KT001

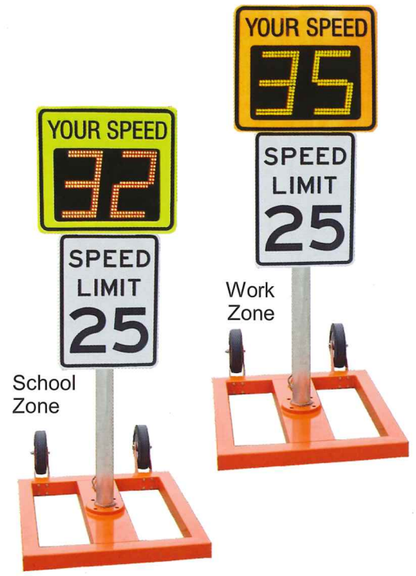
Mobile Patrol Stand

- Available for use with the TC-400 or TC-600 models
- Fits into a standard pick-up truck bed
- Powder coated 36"W x 33"D safety orange steel base
- Your choice of 6 ft. or 8 ft. aluminum pole, 3.5 OD
- Long-life 10-inch solid wheels
- Fixed SPEED LIMIT sign (optional)
- Interchangeable SPEED LIMIT sign (optional)


Anchor holes for extra stability

Angled wheels ensure stability and easy-tilt when ready to move

One-person operation to tilt and roll to a new location



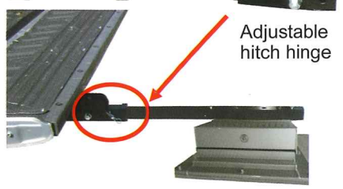
AA056

Available for the TC-400 model only

Radar on the Go Trailer Hitch Mount Kit

- 38" powder coated 2" x 2" standard steel mast; Measures 45½ inches with radar speed sign
- Stainless steel mounting bracket allows for easy mounting of battery housing and radar speed sign in about a minute
- Adjustable hinge allows radar speed sign to be lowered without removing the hitch
- Customer supplies electrical harness for connection to their vehicle's electrical system. Requires 12 volt supply

Portable radar speed sign weighs only 26 lbs. without batteries



Convenient folding hitch kit with adjustable hinge

Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

School Zone Safety Systems and Options

Radar Speed Sign with Beacons

Front Mount (RH015)

Top Mount (RH016)

Side Mount (RH013)

Hyper-Alert option
See page 7

Part #	Beacon Mounting Hardware Options *(Choose one)*
RH015 RH016 RH013	➢ Single or dual beacon - Front of pole mount, Qty. 1 or 2 (includes RB023 cap) ➢ Dual beacon - top of pole mount ➢ Dual beacon - side of pole mount
TC-600Z RB013 RB004 RB008	**Solar Powered Radar Sign/Beacons Package with 13" Full Matrix LED display*** ➢ Provides years of uninterrupted service ➢ Operates up to 2 weeks on fully charged backup batteries ➢ Displays speeds readable up to 600 feet
TC-600A RB012 RB005 RB008	**AC Powered Radar Sign/Beacons Package with 13" Full Matrix LED display*** ➢ Operates 24/7 with AC power supply ➢ Hard wire to 100V-240V power supply

**Also available for the TC-1000. Call for details.*

Please include all part numbers when ordering. Order should include both of the following:
1) *Mounting Hardware*: Front, Top, or Side of pole mount 2) *Sign model:* Solar power or AC power radar speed sign

Beacons Only

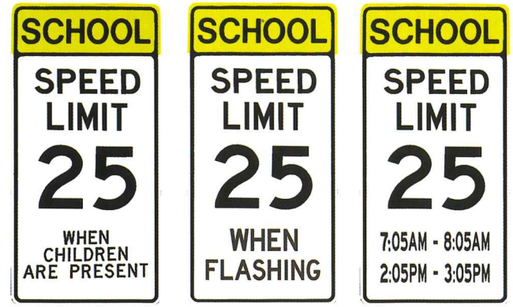
Part #	Beacon Mounting Hardware Options *(Choose one)*
RH015 RH016 RH013	1. Front of pole mount: Single or dual beacon, Qty. 1 or 2 (includes RB023 cap) 2. Top of pole mount: Dual beacon 3. Side of pole mount: Dual beacon
AC RB012 RB013 RB008	**AC or Solar Beacons Only Safety Package** ➢ Single or dual 12" beacon systems available in front, top, or side mount beacon configurations
Solar RB013 RB004 RB008	➢ Optional add-ons include a local timer/controller, remote internet cellular based managed timer/controller, regulatory school zone sign, pole and footings

Shown with dual front mount beacons (RH015)

Please include all part numbers when ordering. Order should include both of the following:
1) Mounting Hardware: Front, Top, or Side of pole mount 2) *Beacon model:* Solar power or AC power beacon(s)

Part #	School Zone Safety Systems and Options
SZ001	24"W x 48" School Zone Sign: **"WHEN CHILDREN ARE PRESENT"** Fluorescent Yellow/Green **SCHOOL** background
SZ002	24" x 48" School Zone Sign: **"WHEN FLASHING"** Fluorescent Yellow/Green **SCHOOL** background
SZ003	24" x 48" School Zone Sign: **"CUSTOM TIMES"** Fluorescent Yellow/Green **SCHOOL** background
RP009 AA076	90 watt solar panel with flexible wiring conduit (mounting bracket - part # AA040) 120 watt solar panel with flexible wiring conduit (mounting bracket - part # AA040)
RB003 RB002	75 A/H, 12V Sealed, lead acid, AGM battery 100 A/H, 12V Sealed, lead acid, AGM battery

SZ001 SZ002 SZ003



School Zone System Management Options

Feature	Advanced Scheduler	On-Pole Timer/Controller (optional)	Radarsign Cloud Safety Management (optional)
Configuration Supported	Radar speed sign and beacons (optional)	Radar speed sign and beacons	Radar speed sign and beacons
	Radar speed sign with Hyper-Alerts© (standard)	Beacons only	Beacons only
	Radar speed sign only (optional)	———	Radar speed sign only
Remote access/Programming ability from a web browser	Yes, limited range	No	Yes
Access distance	Up to 300 feet	zero feet	Worldwide
Automatic download of traffic data every night	No. Local downloads via Wi-Fi	No. Local downloads via Wi-Fi	Yes
Access method	Wi-Fi to radar speed sign	On-site keypad in cabinet	Cellular modem
Pre-program period	Multiple years	12 months	Multiple years
Number of schedules accepted	Up to 24	16	Up to 24
Number of exception days	Up to 24	10	Up to 24
Retention of schedule in case of primary battery failure or non-communication	2 weeks	2 days	2 weeks
Automatic Daylight Savings Time management	Yes	Yes	Yes
Recurring Fees	None	None	Annual access fee

Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

Part #	Traffic Data Reporting
SS002	**STREETSMART Traffic Data Reporting Software** *(licensed per sign, one time charge)*

StreetSmart traffic data reporting software allows you to report, organize and analyze the speed and traffic data gathered from our radar speed signs.

All of our radar speed signs contain an SD card that stores records on over 5 million vehicles as they approach and pass the sign. With the data conversion tool in StreetSmart, the information collected by the radar speed sign is loaded into Excel™ ready .csv files, and can generate 35 charts and graphs with just a few mouse clicks. Each model of radar speed sign stores the raw data for 12 months (before writing over the oldest data first), allowing customers to go back in time if need be for a specific day, week, or month of information.

StreetSmart Benefits:

- Pinpoints specific speeding times during the day, providing law enforcement the best information about when to patrol
- Provides a baseline of the actual speeding problem when traffic speed data is collected with the LED display off (stealth mode) and compared with data captured with the LED display on
- Provides actual data as to how effective the radar sign is at reducing speeds, and lowering the percentage of drivers who speed
- Allows the owner to monitor the traffic calming effectiveness of the radar sign on an ongoing basis

Computer Requirements:

- Windows 7 or newer Operating System (emulation/virtual mode not supported)
- Open USB slot
- Microsoft Excel 2010 or newer (no other brand of spreadsheet supported)

Standard Reports Available	
Vehicle Counts: Weekly, Daily, Hourly, ½ & ¼ hour data	Provides daily ½ or ¼ hour detail of # vehicles counted, # vehicles speeding, % of vehicles speeding, average speed for time segment, and fastest speed of fastest vehicle in time segment
Speed Limit Violations: Weekly, Daily, Hourly, ½ and ¼ hour data	Provides # vehicles by speed bins (5-10, 11-15, 16-20, 21-25 etc.) based on average and peak speeds of vehicles
% of Vehicles Speeding: Daily, Hourly, ½ and ¼ hour data	Provides date, total vehicle count, average speed for the day, peak speed of fastest vehicle for the day, 85th and 50th percentile speeds for the day
Average Vehicle Speeds: Daily, Hourly, ½ and ¼ hour data	# Violators based on average speeds, % of violators based on average speed
Vehicle Average Speeds in 5 mph bins: (16-20, 21-25, 26-30, 31-35 mph, etc.)	# Violators based on peak speeds, % of violators based on peak speed
Vehicle Peak Speeds in 5 mph bins: (16-20, 21-25, 26-30, 31-35 mph, etc.)	# and % of violators > 5mph, > 10mph, and > 15mph over speed limit, based on average speed
Daily 50th & 85th percentile speeds	# and % of violators > 5mph, > 10mph, and > 15mph, based on peak speed
# and % of daily speeders > 5 mph over speed limit	# of non-speeders, based on average speed
# and % of daily speeders > 10 mph over speed limit	# of non-speeders, based on peak speed
30 day charts for trend analysis	Average daily total vehicles
Customer selectable times for School Zone period data	Average speed of vehicles per day (or group of 7 days max)

Sample Master Data Table: Daily ½ (or ¼) Hour Segments

DAILY 1/2 HOUR SEGMENT RECORDS

Time	# Vehicles	# Violators	Peak MPH	% Violators	AVG. MPH
12:00 AM	120	30	53	25.0%	41.4
12:30 AM	89	19	56	21.3%	40.3
1:00 AM	59	18	54	30.5%	40.4
1:30 AM	51	17	59	33.3%	42.3
2:00 AM	42	11	55	26.2%	39.7
2:30 AM	19	4	51	21.1%	39.2
3:00 AM	34	10	55	29.4%	41.2
3:30 AM	23	8	48	34.8%	43.0
4:00 AM	10	2	43	20.0%	42.2
4:30 AM	11	2	63	18.2%	39.7
5:00 AM	9	1	48	11.1%	35.2
5:30 AM	9	2	54	22.2%	42.3
6:00 AM	6	2	47	33.3%	44.5
6:30 AM	14	8	51	57.1%	38.0
7:00 AM	22	6	56	27.3%	41.4
7:30 AM	37	22	83	59.5%	46.6
8:00 AM	61	24	54	39.3%	42.3
8:30 AM	111	55	61	49.5%	43.8
9:00 AM	121	52	59	43.0%	43.8
9:30 AM	150	69	52	46.0%	43.8
10:00 AM	162	47	60	29.0%	40.7
10:30 AM	161	58	55	36.0%	41.7
11:00 AM	165	66	70	40.0%	42.4
11:30 AM	192	69	55	35.9%	43.0
12:00 PM	200	63	51	31.5%	42.3
12:30 PM	212	78	59	36.8%	42.6
1:00 PM	225	80	60	35.6%	42.7
1:30 PM	228	76	56	33.3%	43.0

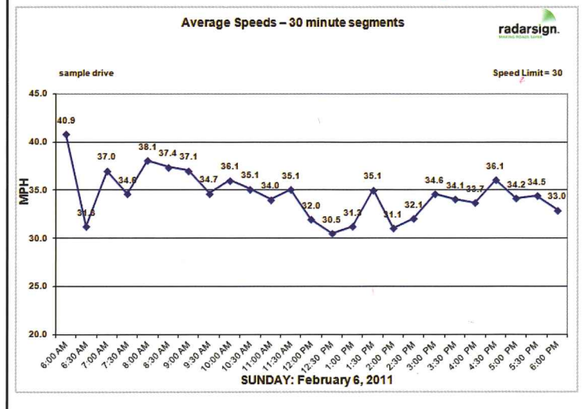
MPH Bins	# Veh. AVG	# Veh. PEAK
5-10 MPH	11	6
11-15 MPH	32	11
16-20 MPH	106	26
21-25 MPH	252	39
26-30 MPH	130	95
31-35 MPH	300	144
36-40 MPH	1104	361
41-45 MPH	3007	2237
46-50 MPH	1794	2460
51-55 MPH	335	1463
56-60 MPH	39	242
61+ MPH	12	38

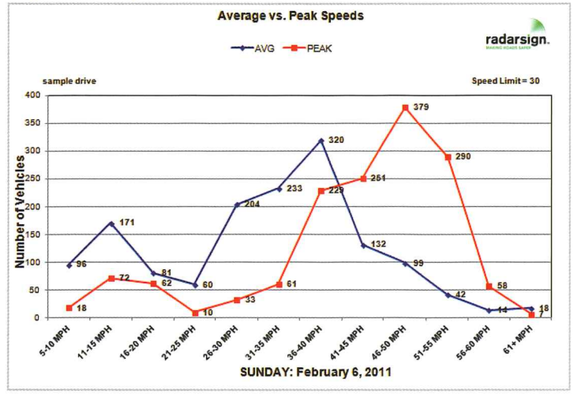
Daily Summary	Totals
Start Date	11/9/2017
Vehicle Count	7122
# Violations AVG	2180
% Violations AVG	30.60%
# Violations PK	4203
% Violations PK	59.00%
% Violators > 5 MPH AVG	5.40%
% Violators > 10 MPH AVG	0.70%
% Violators > 15 MPH AVG	0.20%
% Violators > 5 MPH PK	24.50%
% Violators > 10 MPH PK	3.90%
% Violators > 15 MPH PK	0.50%
MPH Avg	42.1
Peak Speed	83
50th %tile	n/a
85th %tile	n/a
# Non-Speeders AVG	4942
# Non-Speeders PK	2919
# Speeders > 5 MPH AVG	386
# Speeders > 10 MPH AVG	51
# Speeders > 15 MPH AVG	12
# Speeders > 5 MPH PEAK	1743
# Speeders > 10 MPH PEAK	280
# Speeders > 15 MPH PEAK	38
Calculated Speed Limit	45
Avg. Daily Totals (ADT)	2374
Number of Days	3

vehicles in speed bin based on **AVERAGE** speed of vehicle

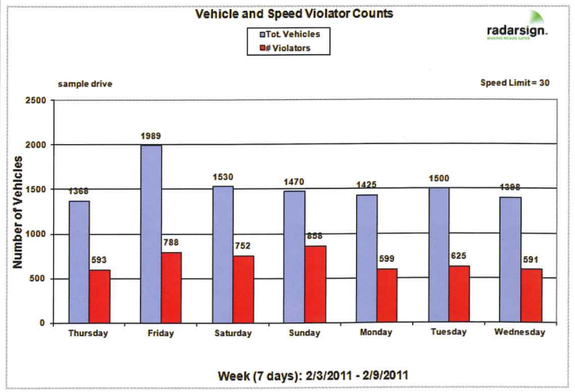
vehicles in speed bin based on **PEAK** speed of vehicle

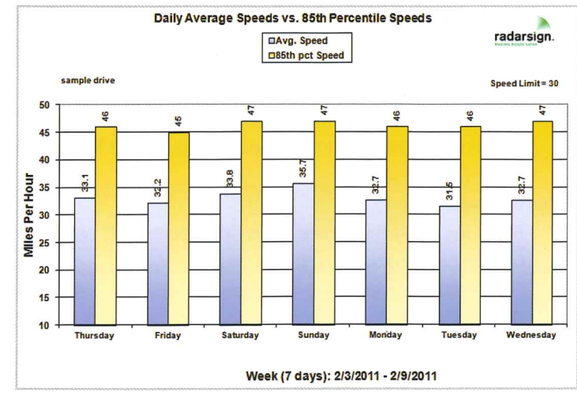
Sample Streetsmart Reports-Daily Data





Sample Streetsmart Reports-Weekly Data





Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

Part # Sign Management , Scheduling, and Operation Options

Radarsign Cloud Safety Management is a secure, cellular modem, remote cloud management system. It provides the central management of your radar speed signs including sign operation settings, data access, and data collection from a single browser-based user interface.

Convenient:
- Authorized users have instant access to the network anytime, from anywhere, using any of their internet-ready devices
- View entire set of radar speed sign devices with GPS mapping
- Update device settings from GPS map zoom-in
- Partial day data upload on-demand, near real time access

Centrally Managed:
- Fully accessible by most popular web browsers on both desktop and mobile devices
- Reduces time and complexity of operating & managing your radar speed signs, school zone beacons, and other devices

radarsign cloud
SAFETY MANAGEMENT

Operation of device:
- Radar speed sign will connect to Radarsign Cloud upon powering up
- Check in feature connects with Radarsign Cloud every 15 minutes (96x/day) for any updates
- IT independent, no special work required by network administrators; System works outside customer network
- Cloud database is managed 100% by Radarsign; No customer input required

User Friendly:
- Hover over device icon to see current operating settings and sign status
- Allows for custom messaging based on traffic flow outside of normal speeds
- Local Radarsign device support with Wi-Fi connection, up to 200 feet from the device, using any smart phone, tablet, or laptop

Automated Data Collection:
- Traffic data uploaded to Radarsign Cloud server every night. Data management greatly simplified, easy web-based interface to view data in multiple formats including charts, tables, and graphs
- In case of interruption of Radarsign Cloud service, schedule of operation is locally stored on the device for 30 days of normal operation
- Metrics of temperature and battery usage are recorded daily, for each 15 minutes of the day
- Keeps location records of devices that are moved on a regular basis

Cost/Resource Effective:
- Eliminates the need for resources to be deployed to the field to manage individual signs. This saves time, fuel, and training costs.
- Reduces # of times employees must travel to device for any reason
- Ease of operation from web-page reduces the re-training time due to employee turnover

System Alerts:
- Provides daily diagnosis of device health and battery levels. It also notifies system if power drops too low or device fails to communicate with the host.
- Monitor device power management
- Receive alerts for low battery charge, device off-line, location change, non-normal events, and tampering
- Alerts can be email and/or text messages

Part # Sign Management , Scheduling, and Operation Options

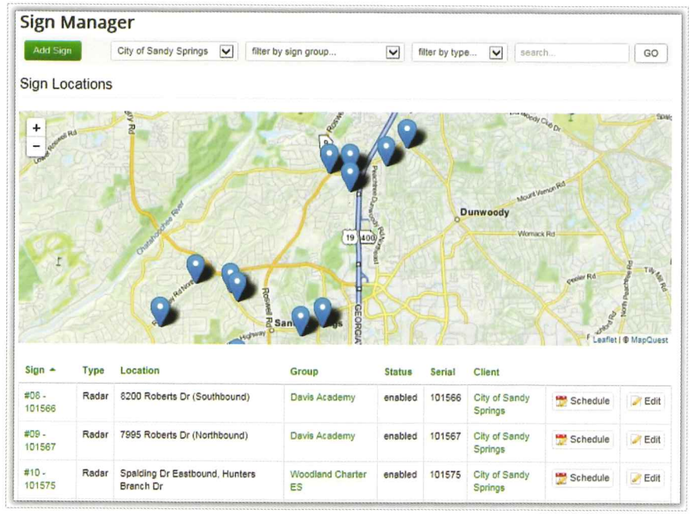
Easy Scheduling:
- Continuous multi-year schedule can be pre-programmed in advance; multiple devices can share the same schedule.
- Program device operation individually, or as a group

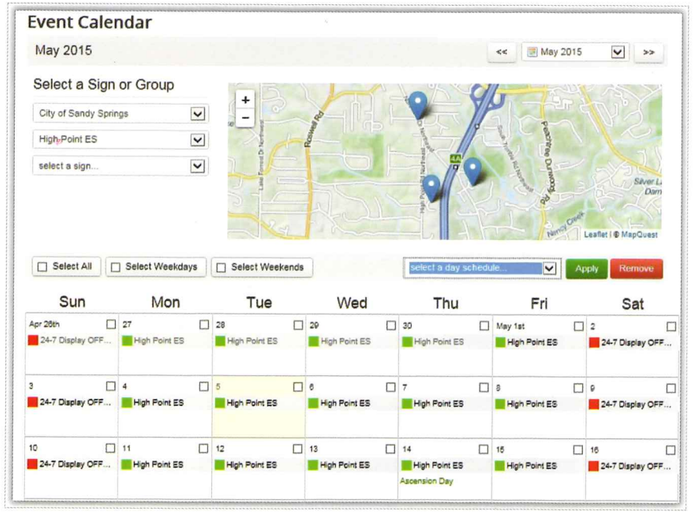
Accurate:
- GPS receiver in the network controller obtains its calendar time base from ultra -accurate atomic clocks. This ensures on-time system activation and allows the entire system enterprise to be seen from a GPS map.

Fast and Secure:
- Utilizing cloud-based architecture, Radarsign Cloud provides secure and reliable communication between the system server and network controller

Peace of mind:
- 2-year warranty on the cellular network controller as well as the radar speed sign

Views of traffic data (charts, graphs, and tables)*
- Speeds by week, day, hour, 1/2 hour, or 15 minutes
- Compare one time period with another
- Data can be exported, printed, or saved as table, chart, or graph
- Vehicle counts by week, day, hour, 1/2 hour, or 15 minutes
- Average speed data, fastest speed data, 50th and 85th percentile speeds
- # of vehicles travelling more than 5 mph over speed limit, more than 10 mph over, and more than 15 mph over





*Traffic data reports can be also be downloaded to your PC or laptop for use with our Excel-based Streetsmart program (separate license). Historical data is retained by our host system for a full 12 months for each radar speed sign. Raw individual vehicle records are also available for customizing your own reports.

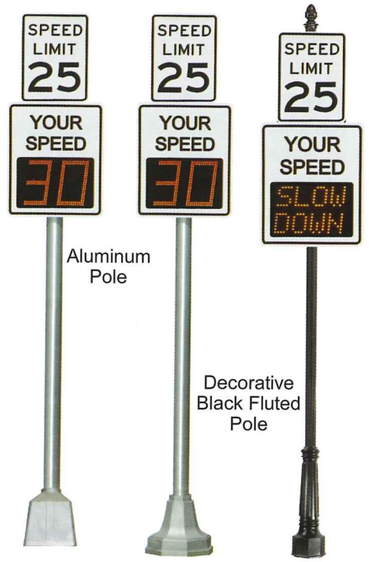
Radarsign Cloud is available for use with the TC-600 and TC-1000 models

RS CLOUD1 (*Optional*)	External box (10" x 8" x 6") with hardware includes cellular modem, antenna, and interface to radar speed sign or school zone beacons; Allows for pre-programming a radar speed sign and/or flashing beacons. Accessed from any device with web-browser and internet.
RS MODEM1 (*Optional*)	Service for remote access and programming of radar speed sign and/or beacons. Recurring fee per device, per year.

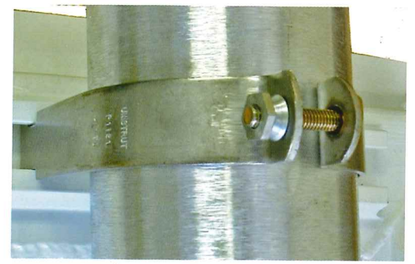
Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

Part #	Sign Management , Scheduling, and Operation Options
AA067	**Advanced Scheduler** Date driven program allows pre-programming multiple years and multiple schedules
EC091 *Available for TC-500, TC-600, and TC-1000 only*	**Relay Switch for External Devices** Allows the radar speed sign to trigger external devices* such as cameras, flashing beacons, and audible alarms to deliver additional warnings or messaging; or allows the external device to trigger the radar speed sign. The relay switch is available for AC and solar powered models, and can be programmed to trigger external devices based on: ➢ **Time and/or Speed Trigger:** Allows external devices to be triggered based on time of day and excessive speeds. Especially useful for school zones or event areas. ➢ **Temperature Trigger:** Allows external devices to be triggered based on temperatures. Especially useful to notify drivers of hazardous road conditions or other weather related warnings. **NOTE: External devices are customer supplied and integrated, and must be separately powered.*

Part #	Poles and Bases
RH003 **RH029** **RH001** **RH012** **RH005**	**Aluminum Pole Kits** Includes square breakaway base (RH002) & pole cap (RH008) 12 ft. Aluminum Pole Kit, 4.5" O.D. 13 ft. Aluminum Pole Kit, 4.5" O.D. 14 ft. Aluminum Pole Kit, 4.5" O.D. 15 ft. Aluminum Pole Kit, 4.5" O.D. 16 ft. Aluminum Pole Kit, 4.5" O.D.
RH017	**Decorative Black Fluted Pole, 4" O.D., 12 ft.** Includes breakaway base and anchor sleeve, 2" x 2" interior pole for support
RH002 Square Base *(Standard)* **RH006** Octagonal Base *(Optional)*	 **Square Base** **Octagonal Base**
CF001 *For use with RH002 and RH006 only*	**Concrete Form Kit** Pre-fabricated form guide for pole footing; Includes rebar and 12" anchor bolts; Dimensions:18" diameter; 18" height *(Not compatible with decorative black pole)*

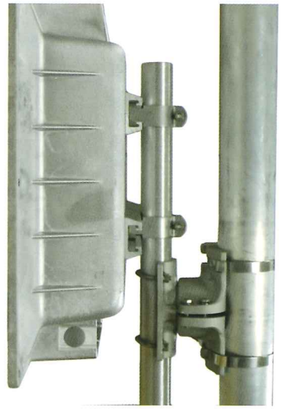
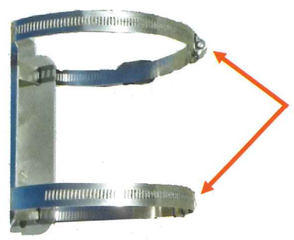


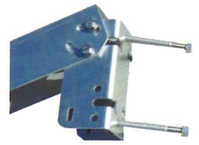
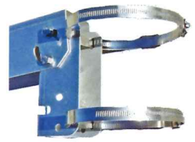
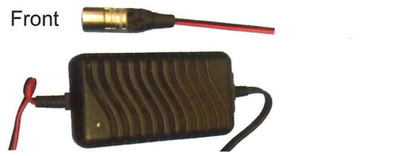
Concrete Form Kit

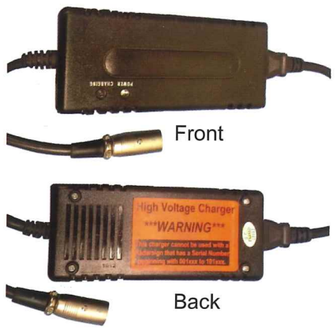
Part #	Accessories and Replacement Parts
RS019 **RS020** **RS021** **RS022** *For use with TC-600 only*	**28"W x 33"H YOUR SPEED faceplate with 4" high lettering** White Fluorescent Yellow/Green Safety Orange Yellow
RS015 **RS017** **RS025** *For use with TC-1000 only*	**36" x 44" YOUR SPEED Faceplate with 6" high lettering** White Fluorescent Yellow/Green Yellow
SL0025 **SL0030** **SL0035** **SL0040** **SL0045** *Specify speed limit*	**Regulatory Speed Limit Sign (R2-1)** 24" x 30" prismatic engineer grade 25 mph 30 mph 35 mph 40 mph 45 mph
AR005	**Sign Extender Bracket Set** ➢ Set includes 2 pole clamps and 2 brackets ➢ Allows speed limit sign to be flush with the front of the YOUR SPEED sign
SL-CHAN	**Interchangeable SPEED LIMIT sign** Allows speed limit to be changed as needed
AA024 **AA007** **AA008** **AA009** **AA010** **AA057** **AA058**	**Unistrut Stainless Steel Mounting Bracket Set** 2.5" Fits 2.25" to 2.5" OD poles 3.0" Fits 2.875" to 3" OD poles 3.5" Fits 3.375" to 3.5" OD poles 4.0" Fits 3.875" to 4" OD poles 4.5" Fits 4.25" to 4.5" OD poles 6.0" Fits 6" to 6.5" OD poles 8.0" Fits 8" to 8.5" OD poles  *For use with TC-500, TC-600,& TC-1000 only*

Regulatory Speed Limit sign mounted with sign extender brackets

Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

Part #	Accessories and Replacement Parts
AA063 *For use with TC-600 only*	**Universal Mounting Bracket*** Mounts on any pole using bolts or banding; 8 degree forward and back tilt* *(Customer supplied banding)*
AA073 *For use with TC-600 only*	**Universal Bracket Mounting Lock**
RH011 **RH010** **AA029** *(include all part numbers when ordering)* *For use with TC-500, TC-600, & TC-1000 only*	**Astro Bracket Mounting Set and 23" Tube** For mounting radar sign on large poles between 6"-17" OD; Banding included 
AR004 *For use with TC-500, TC-600, & TC-1000 only*	**Flat Bracket Mounting Set/SS** For use with square metal poles, wood posts, U-channel, or with banding for large round poles
AC026 **AC027**	**Pipe Clamps/Stainless Steel** ➢ Small - Fits 2.5" to 4" diameter poles ➢ Large - Fits 4" to 6" diameter poles  Pipe clamps installed on solar bracket (solar bracket not included)
AA044 *For use with TC-400 only*	**Go Bracket - Universal Mounting Bracket Set** Includes hardware for mounting to 'U' channel or 2" x 2" square post

Part #	Accessories/Replacement Parts
AA003	**Solar Panel Mounting Bracket** ➢ For use with the 46-50 watt solar panel ➢ Accommodates square or round pole  Square post configuration  Round post configuration
RB021 *For use with TC-400 model only*	**12V, 18 A/H Ni-MH Battery Pack**
AA046	**TC-400 Battery Charger** *(shown w/battery pack; battery pack sold separately)*
EC030	**TC-500B Battery Charger** Front  Back

Part #	Accessories/Replacement Parts
AA040 *Includes AC027 large pipe clamp*	**Solar Panel Mounting Bracket** ➢ Fits the 65, 85, 90, and 120 watt panels ➢ Includes two 4.5" U bolts
RB001 *For use with TC-500, TC-600, or TC-1000 models only*	**12V, 18 A/H Lead Acid AGM Battery**
AA041 **AA018** **AA077** **AA076**	**Solar Panels with Conduit** *(mounting bracket sold separately)* 46 watt (25" x 19") 65 watt (31" x 26.5") 90 watt (47.6" x 21") 120 watt (48.5" x 26.5" not shown)
AA001 *For models shipped after 11/1/12 with Serial # higher than 102106.*	**TC-500SB Battery Charger** 

Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

Radarsign, LLC provides the following warranty for its traffic calming systems whether sold directly by Radarsign or by an authorized Radarsign distributor.

Limited Warranty Agreement

Radarsign, LLC warrants this product against defects in materials and workmanship to the *original (end user)* purchaser for a period of two (2) years from the date of shipment; This warranty is limited to the repair or replacement of the product.

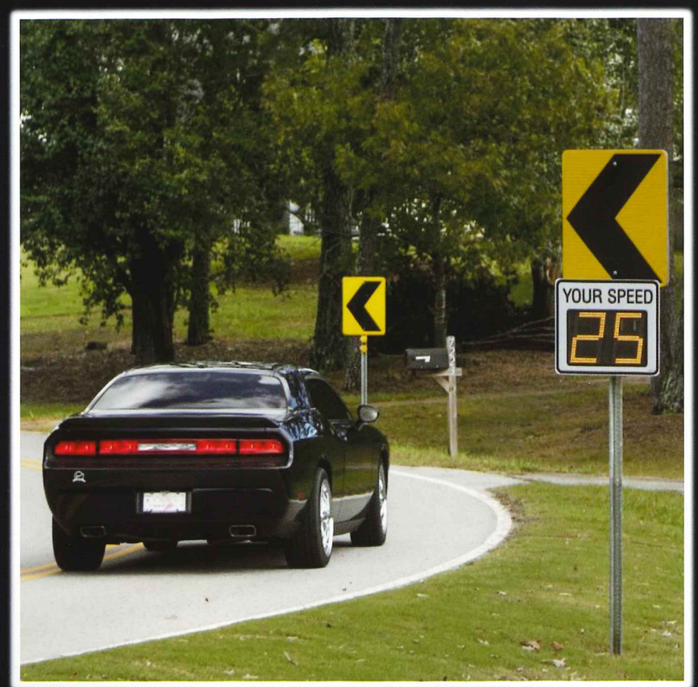
- Warranty is only valid if the product is installed, operated, and maintained according to the manufacturer's instructions and recommendations.
- Replacement parts are covered by the unexpired warranty of the parts they replace.
- Claims made under this warranty will be honored only if Radarsign, LLC is notified of a failure within the warranty period, reasonable information requested by Radarsign is provided, and Radarsign is allowed to verify the cause of the failure.
- To obtain warranty service, the purchaser must first call Radarsign, LLC for an RMA number; then return the product to Radarsign, LLC for repair or replacement.
- Purchaser shall prepay shipping charges for products returned to Radarsign, LLC.
- Radarsign, LLC will pay for return of the products to purchaser, except that purchaser shall pay all shipping charges, duties, and taxes for products returned to Radarsign, LLC from a country other than the United States.
- Radarsign, LLC makes no other warranty of any kind with regard to this product. Radarsign, LLC shall not be liable for errors contained herein or for incidental or consequential damages in connection with the furnishing, performance, or use of this product.
- Within ninety (90) days of receipt should the product fail for any reason other than damage due to customer negligence, acts of God or vandalism, Radarsign will bear shipping costs for depot service both to and from the repair facility for products sold with a United States shipping address. After 90 days, the customer is responsible for inbound shipping. Radarsign will pay for return shipping to the customer for the entire warranty period.
- Radarsign, LLC warrants that this product is new. Radarsign, LLC makes no other warranty, either expressed or implied, with respect to this product. Radarsign, LLC specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.
- Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.
- The remedies provided herein are customer's sole and exclusive remedies. In no event shall Radarsign, LLC be liable for any lost profits, direct, indirect, special, incidental or consequential damages, whether based on contract, tort or any other legal theory.

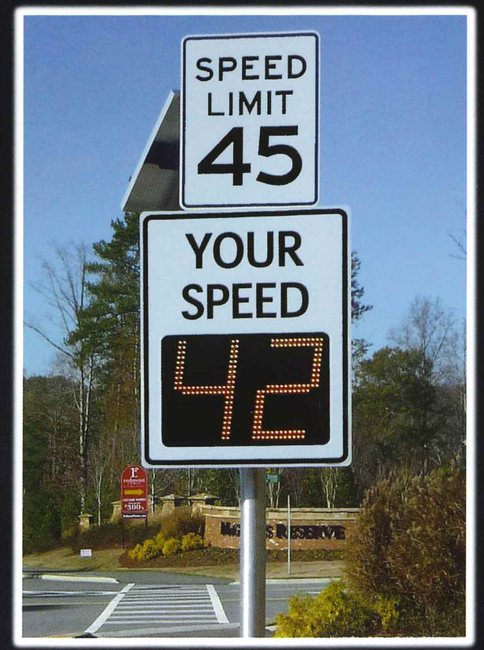
This warranty does not cover damage from:

- Accidents, malicious abuse, theft, vandalism, impact with a foreign object or acts of God
- Unauthorized modification of the product
- Failure of customer to follow Radarsign's published operating instructions
- Failure to follow Radarsign's published site selection and installation instructions
- Customer's removal or relocation of the sign
- Electrical work external to the unit, virus/hacker activity, and external computer errors

This warranty is limited to a repair or replacement of the product. To obtain warranty service, the purchaser must first call Radarsign, LLC for an RMA number, then return the product to Radarsign, LLC for repair or replacement.

Customer Support:	Call 678-965-4814 or 678-520-5152 or email **customerservice@radarsign.com**
Shipping Address:	1220 Kennestone Circle, Suite 130 Marietta, GA 30066
Sales Information:	Call 678-965-4814 or 678-520-5152 or email **sales@radarsign.com**
RMA Instructions:	Please make sure to fill out and submit an RMA Request form with all returns. The request is available on our website in the Customer Resource Center. A link to the form can also be found at the bottom of the Contact Us page. Click Troubleshooting, Repairs, and Upgrades Guide for the online form.





Attachment: brochure (3412 : Amend 2019 TSPLOST 2022 Work Plan Roadsign Purchase Request)

Lumpkin County, Georgia

Finance Department

Date: June 28, 2022

Agenda Item: Enotah Judicial Circuit Fiscal Year 2022-2023 Budget

Item Description: Enotah Judicial Circuit Fiscal Year 2022-2023 Budget

Facts & Historical Information: The Enotah Judicial Circuit was formed in 1992 and is comprised of Lumpkin, White, Towns, and Union Counties. The spring Circuit meeting was held on May 19, 2022 in White County. The Circuit members heard from Chief Superior Court Raymond Georgia, District Attorney Jeff Langley, and Juvenile Court Judge Jeremy Clough regarding FY2023 budget needs. The proposed Juvenile Court budget increased by $8,452, primarily from an increase in insurance contributions. The proposed Superior Court budget decreased by $1,300. The proposed District Attorney budget increased by $28,095, which is primarily for salary, health insurance, and retirement contribution increases.

The overall proposed Enotah Judicial Circuit budget increased from $819,818 to $855,956. The consensus from the four Enotah Circuit counties was to continue fully funded the Circuit without the use of fund balance. Under the proposed FY2023 Circuit budget, Lumpkin County's contribution would be $261,426, which is an increase of $14,546.

Potential Courses Of Action:

A. Approve the Enotah Judicial Circuit budget as requested.

B. Disapprove the Enotah Judicial Circuit budget as requested, with recommendations for change to the budget.

Budget Impact: There will be a budget impact in the 2022 budget of $7,273. The Circuit's Q3 and Q4 contributions from Lumpkin County will be worked into the FY2023 budget.

Staff Recommendation: **Staff recommends approving the Enotah Judicial Circuit budget as requested.**

Attachments:
MAY 19 2022 - FY2023 Enotah Circuit Budget Worksheet

FY2023 Enotah Judicial Circuit Proposed Budget (Administrative Fee of 4% of Total Budget) Use of $0 Fund Balance Juvenile Court Insurance Increase - Concensus 05192022

	Circuit-Wide Admin Fee			Juvenile			District Attorney			Superior			Total Circuit		
	Approved FY 2022		Proposed FY 2023	Approved FY 2022		Proposed FY 2023	Approved FY 2022		Proposed FY 2023	Approved FY 2022		Proposed FY 2023	Amended FY 2021		Proposed FY 2022
Salaries				$125,750		$127,038	$308,020		$317,200	$60,000		$60,000	$493,770		$504,238
DA Salary Supplements/related cos	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0
Health Insurance	$0		$0	$31,183		$38,757	$72,446		$75,891	$0		$0	$103,629		$114,648
Life Insurance	$0		$0	$297		$300	$0		$0	$0		$0	$297		$300
Vision Premium	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0
Short Term Disability	$0		$0	$488		$493	$0		$0	$0		$0	$488		$493
Long Term Disability	$0		$0	$465		$470	$0		$0	$0		$0	$465		$470
Dental Insurance	$0		$0	$168		$168	$0		$0	$0		$0	$168		$168
Social Security	$0		$0	$9,620		$9,719	$23,564		$24,265	$4,840		$4,840	$38,024		$38,824
Medicare	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0
Retirement	$0		$0	$9,303		$9,123	$60,591		$78,630	$0		$0	$69,894		$87,753
Unemployment	$0		$0	$0		$0	$229		$230	$0		$0	$229		$230
Workers Comp	$0		$0	$511		$469	$3,913		$3,546	$0		$0	$4,424		$4,015
Professional Dues	$0		$0	$300		$300	$5,500		$5,500	$1,600		$1,500	$7,400		$7,300
Insurance Liability	$0		$0	$0		$0	$3,700		$3,796	$0		$0	$3,700		$3,796
Leases> 12 months	$0		$0	$2,600		$3,000	$11,000		$10,000	$6,000		$6,000	$19,600		$19,000
Printing	$0		$0	$100		$100	$500		$500	$0		$0	$600		$600
Advertising Legal	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0
Training	$0		$0	$400		$400	$0		$0	$700		$500	$1,100		$900
Travel	$0		$0	$4,500		$4,500	$1,000		$500	$300		$300	$5,800		$5,300
Miscellaneous	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0
Professional Services-Legal	$0		$0	$0		$0	$600		$600	$0		$0	$600		$600
Prof. Services-Other	$0		$0	$0		$0	$5,000		$5,000	$0		$0	$5,000		$5,000
Vehicle Repair & Maintenance	$0		$0	$0		$0	$300		$300	$0		$0	$300		$300
Rent	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0
Utilities	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0
Supplies-Network	$0		$0	$0		$0	$0		$0	$300		$300	$300		$300
Supplies-Office	$0		$0	$1,000		$1,000	$6,000		$6,000	$6,000		$6,000	$13,000		$13,000
Postage	$0		$0	$500		$800	$1,000		$1,000	$3,000		$3,000	$4,500		$4,800
Subs & Pubs	$0		$0	$1,500		$1,000	$1,000		$1,000	$2,000		$2,000	$4,500		$4,000
Telephone	$0		$0	$1,500		$1,000	$5,500		$4,000	$3,000		$2,000	$10,000		$7,000
Circuit Administrator	$31,530		$32,921	$0		$0	$0		$0	$0		$0	$31,530		$32,921
Totals	**$31,530**		**$32,921**	**$190,185**		**$198,637**	**$509,863**		**$537,958**	**$87,740**		**$86,440**	**$819,318**		**$855,956**
Change	$1,391		4.41%	$8,452		4.44%	$28,095		5.51%	($1,300)		-1.48%	$36,638		4.47%

	Public Defender		
	Approved FY 2022		Proposed FY 2023
County Funded PD Assist	$241,100		$261,374
County Funded PD Admins	$141,241		$146,748
7% Admin Fee to State	$26,764		$28,569
Subtotal Personnel	**$409,105**		**$436,691**
Copying Expense	$1,500		$1,500
Court Reporter Services	$0		$0
Minor Equipment	$5,000		$3,500
Office Supplies	$10,000		$6,500
Postage	$500		$500
Printing	$800		$800
Profess Organiz Dues	$2,900		$2,900
Reference & Law Books	$4,000		$4,000
Repairs	$500		$500
Subscriptions	$0		$0
Telephone	$4,000		$4,000
Training	$1,250		$1,250
Transcripts	$800		$800
Travel	$500		$500
Equipment Lease	$4,000		$4,000
Subtotal Office	**$35,750**		**$30,750**
Administration (paid to LC)	**$22,243**		**$23,372**
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$0		$0
	$467,098		**$490,813**
Increase	$23,715		5.08%

WC Admin. Fee(4% of budget($823,035)=$32,921			
Lumpkin	34%	48.6%	$15,990
Towns	12%	17.1%	$5,644
Union	24%	34.3%	$11,287
	70%	**100%**	$32,921

County Population	REVENUES County% share as of 2020 census		FY 2022	FY 2023	% Change	Quarterly Payments FY 2022	FY 2023
33,488	Lumpkin County	33.96%	$245,659	$261,426	6.42%	$61,415	$65,357
28,003	White County	28.40%	$209,629	$205,238	-2.09%	$52,407	$51,309.56
24,632	Union County	24.98%	$175,951	$191,816	9.02%	$43,988	$47,954
12,493	Towns County	12.68%	$88,054	$97,276	10.47%	$22,014	$24,319
98,616	Interest Income		$425	$100		$179,823	$188,939
	Use of Fund Balance		$0	$0		x 4	x 4
	Copies		$100	$100		$719,293	$755,756
	State of GA		$100,000	$100,000			
	Total Revenues	**100.0%**	**$819,818**	**$855,956**	**4.41%**		

Calculations For FY2023 Budget		Counties' Portions		+	Admin Fee	=	Total
Proposed Total(-admin	$823,035	Lumpkin Co	$245,434	+	$15,990		$261,426
(100,000+100+100+0)	($100,200)	White Co	$205,237	+	$0		$205,238
Bal to be funded	$722,835	Union Co	$180,530	+	$11,287		$191,816
		Towns co	$91,634	+	$5,644		$97,276
			$722,835		$32,921		$755,756

Less Use of Fund Balance $10,070.12 $33,784.74

2020 Census Population County Pro Rata Annual Share	FY2022	FY2022 Quarterly	FY2023	FY Increase	FY2023 New qtrly amt
Lumpkin County 33.96%	$ 146,582.71	$36,645.68	$ 147,260.83	$ 678.12	$ 36,815.21
Towns County 12.67%	$ 55,122.71	$13,780.68	$ 59,420.26	$ 4,297.55	$ 14,855.06
Union County 24.98%	$ 112,425.82	$28,106.46	$ 117,156.79	$ 4,730.97	$ 29,289.20
White County 28.40%	$ 142,896.85	$35,724.21	$ 133,190.22	$ (9,706.63)	$ 33,297.55
	$ 457,028.09		$ 457,028.09	$ -	

Attachment: MAY 19 2022 - FY2023 Enotah Circuit Budget Worksheet (3416 : Enotah Judicial Circuit Fiscal Year 2022-2023 Budget)